



**The City of Lee's Summit**  
**Final Agenda**  
**Public Works Committee**

Tuesday, July 18, 2017  
5:30 PM  
City Council Chambers  
City Hall  
220 SE Green Street  
Lee's Summit, MO 64063

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CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENTS

APPROVAL OF ACTION LETTER

[2017-1320](#) Approval of the June 20, 2017 Action Letter

BUSINESS

[TMP-0583](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT BETWEEN THE LEE'S SUMMIT R-VII SCHOOL DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 7/18/17)

***Presenter:*** Presenter: Dawn Bell, Project Manager, Development Services

[TMP-0585](#) AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE 150 AT THE INTERSECTION OF ARBORLAKE DRIVE/STONEY CREEK DRIVE, JOB J4S3201, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 7/18/17)

***Presenter:*** Presenter: Michael Park, City Traffic Engineer

[TMP-0566](#) AN ORDINANCE AWARDED RFQ NO. 2017-069 FOR DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES FOR A NEW FIRE STATION NO. 3 TO WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME WITH WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED \$333,300.00 (RFQ. NO. 2017-069).

(PWC 7/18/17)

**Presenter:**

Presenter:  
Brian Austerman, Assistant Chief

**TMP-0584**

AN ORDINANCE APPROVING THE AWARD OF BID NO. 43631483 & 43731483 FOR THE WATER MAIN REPLACEMENT - FY17, LOCATED ON 50 HWY FROM BLACKWELL ROAD TO SMART ROAD AND FROM SMART ROAD TO HARRIS ROAD TO MILES EXCAVATING INC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$623,225.18. (PWC 7/18/17)

**Presenter:**

Presenter: Jeff Thorn, P.E. Assistant Director of Engineering Services, Lee's Summit Water Utilities

**TMP-0580**

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (curb) FOR THE CURB REPAIR 17/18 PROGRAM TO PHOENIX CONCRETE & UNDERGROUND L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,572,051.54. (PWC 7/18/17)

**Presenter:**

Presenter: Vince Schmoeger, Project Manager

**TMP-0581**

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 FOR THE CRACK SEAL 17/18 PROGRAM TO SCODELLER CONSTRUCTION INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO TO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$197,400.00. (PWC 7/18/17)

**Presenter:**

Presenter: Vince Schmoeger, Project Manager

**TMP-0588**

AN ORDINANCE APPROVING CHANGE ORDER #8 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, L.L.C. FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF 50 CALENDAR DAYS FOR A TOTAL OF 758 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 788 CALENDAR DAYS TO REACH FINAL COMPLETION. (PWC 7/18/17)

**Presenter:**

Presenter: Michael Anderson, Construction Manager

**2017-0950**

Lee's Summit Solid Waste History

**Presenter:**

Presenter: Bob Hartnett, Deputy Director of Public Works

## ROUNDTABLE

## ADJOURNMENT

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".

## Packet Information

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**File #:** 2017-1320, **Version:** 1

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Approval of the June 20, 2017 Action Letter

Issue/Request:

Approval of the June 20, 2017 Action Letter.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated June 20, 2017.



**The City of Lee's Summit**  
**Action Letter**  
**Public Works Committee**

Tuesday, June 20, 2017  
5:30 PM  
City Council Chambers  
City Hall  
220 SE Green Street  
Lee's Summit, MO 64063

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1. CALL TO ORDER

The June 20, 2017 Public Works Committee meeting was called to order by Chairman Faith, at 5:29 p.m. at City Hall, 220 SE Green Street, in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

2. ROLL CALL

**Present:** 4 - Councilmember Rob Binney  
Chairperson Craig Faith  
Councilmember Diane Seif  
Vice Chair Fred DeMoro

3. PUBLIC COMMENTS

Mr. Dale Coy addressed the Committee regarding a winter storm operations map. He said that for the last four years, he has been encouraging improvements to the map and encouraging the city to move toward a map that resembles the one provided by Overland Park.

APPROVAL OF AGENDA

**ACTION: A motion was made by Vice Chair DeMoro, seconded by Councilmember Seif, to approve the agenda as posted. The motion carried by a unanimous vote.**

4. APPROVAL OF ACTION LETTER

A. [2017-1285](#) Approval of the May 16, 2017 Action Letter

**ACTION: A motion was made by Vice Chair DeMoro, seconded by Councilmember Seif, to approve the May 16, 2017 minutes as presented. The motion carried by a unanimous vote.**

5. BUSINESS

A. [BILL NO. 17-139](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN OAK TREE FARM CLUBHOUSE/HOMES ASSOCIATION, INC., AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A

Public Works Committee

Action Letter

June 20, 2017

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PORTION OF THE CITY'S RIGHTS-OF-WAY ON LANGSFORD ROAD AND CLUBHOUSE DRIVE. (PWC 6/20/17)

**ACTION: A motion was made by Councilmember Seif, seconded by Vice Chair DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.**

- B. [BILL NO. 17-141](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT AND CASS COUNTY REGARDING SNOW REMOVAL AND ROAD MAINTENANCE TO PROVIDE FOR FUNDING OF A CAPITAL IMPROVEMENT PROJECT BY THE CITY OF LEE'S SUMMIT FOR WARD ROAD IMPROVEMENTS AND ONGOING MAINTENANCE RESPONSIBILITIES (COUNTY LINE ROAD TO 163RD ST.) (PWC 6/20/17)

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.**

- C. [BILL NO. 17-140](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 6 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$58,630 FOR DESIGN OF BIDDING DOCUMENTS FOR TWO NEW MULTI-UNIT PRE-ENGINEERED T-HANGAR BUILDINGS AND A SINGLE NEW T-HANGAR TAXI LANE AND OTHER INCIDENTAL WORK. (BOAC 6/12/17) (PWC 6/20/17)

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.**

- D. [2017-1186](#) Discussion on a cost sharing agreement with Kansas City to operate the North Recycling Center.

Mr. Chris Bussen, Solid Waste Superintendent, gave a brief presentation regarding the potential of reopening the North Recycling Center.

General discussion ensued.

A motion was made by Councilmember Seif, seconded by Vice Chair DeMoro, to direct the City Manager to prepare a draft agreement and bring back to the Committee for consideration. The motion carried by a unanimous 4-0 vote.

A motion was made by Mayor Pro Tem Binney, seconded by Councilmember Seif, to direct the City Manager to develop a funding plan that would support the negotiated contract on the operation of the North Recycling Center that would be sent to the Finance and Budget Committee. The motion carried by a unanimous 4-0 vote.

6. ROUNDTABLE

Mayor Pro Tem Binney reported that there are two items for consideration that were carried forward from the previous Public Works Committee members. One is a discussion on a funding source for a stormwater division and continued stormwater operations. The other is discussion on the recently renewed 15 year CIP that will begin to be collected in April of 2018 and how staff plans to prioritize projects and get citizen recommendations and feedback.

Chairman Faith shared a message that he recently heard from Congressmen Cleaver and Yoder regarding civility and the toning down of political rhetoric in the wake of the recent shooting in Virginia, at the baseball game, and the general feeling of the public.

7. ADJOURNMENT

The June 20, 2017 Public Works Committee meeting was adjourned by Chairman Faith at 6:18 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "[www.cityofls.net](http://www.cityofls.net)".

## Packet Information

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**File #:** TMP-0583, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT BETWEEN THE LEE'S SUMMIT R-VII SCHOOL DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 7/18/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT BETWEEN THE LEE'S SUMMIT R-VII SCHOOL DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI

Key Issues:

- The Residences at Echelon project was approved by the City Council on October 20, 2016.
- The City's Design and Construction Manual requires sanitary sewer mains be extended to plat boundaries to accommodate future growth
- Extending the sewer main to the plat boundary is not feasible from an engineering and maintenance perspective
- Future growth and maintenance can be accommodated by executing an easement agreement with the Lee's Summit R-VII School District

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT BETWEEN THE LEE'S SUMMIT R-VII SCHOOL DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI

Background:

City Ordinance requires infrastructure to be extended to the plat boundary as development happens to more easily accommodate future growth without adversely impacting existing structures. In this instance, it was not feasible for the sanitary to be extended to the Northwest corner of the plat boundary without causing the sewer depths further downstream to exceed the maximum depths typically allowed by the Design and Construction manual. The sanitary sewer needed to serve the Residences at Echelon project area does not exceed maximum depths within the proposed development. The property to be served would be better served through the school district property to the south and west.

This Ordinance requirement was not in place when the school was constructed. If the Ordinance was in place at that time, the sanitary would have been extended at the time of the school construction. In lieu of

extending the sanitary line to the plat boundary as part of the Residences at Echelon project, the Developer agreed to secure a dedicated sanitary easement with the school district so any future development would have access to the sanitary system.

The Lee's Summit R-VII school district has approved the easement for a future sanitary line which would be constructed when future development occurs.

Impact/Analysis:

[Enter text here]

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Dawn Bell, Project Manager, Development Services

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT BETWEEN THE LEE'S SUMMIT R-VII SCHOOL DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI

Committee Recommendation:

**BILL NO.**

**ORDINANCE NO.**

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT BETWEEN THE LEE'S SUMMIT R-VII SCHOOL DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI

WHEREAS, the Lee's Summit R-VII School District owns and has exclusive right to possession, use, and control of certain real estate in the City of Lee's Summit, in Jackson County; and

WHEREAS, the easement is required to construct a future public sanitary sewer line on property owned by the Lee's Summit R-VII School District generally described as Lot 1, Summit Lakes Junior High School; and

WHEREAS, the Lee's Summit R-VII School Board approved such request at their June 15, 2017, Board Meeting; and

WHEREAS, the parties are authorized to enter into such agreements pursuant to Section 70.220 of the Revised Statutes of Missouri; and

WHEREAS, Section 70.230 of the Revised Statutes of Missouri provides that the parties may enter into such agreements by ordinance duly enacted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. That the Easement Agreement between the Lee's Summit R-VII School District and the City of Lee's Summit, Missouri, attached hereto and incorporated herein by reference, is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk, *Denise R. Chisum*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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*Mayor Randall L. Rhoads*

ATTEST:

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City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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Nancy K. Yendes, Chief Council of Infrastructure and Planning  
Office of the City Attorney

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 18<sup>th</sup> day of May, 2017, by LEE'S SUMMIT R-VII SCHOOL DISTRICT, a Missouri public school district whose address is 301 N.E. Tudor Road, Lee's Summit, MO 64086-5702, Attn: Deputy Superintendent and Attn: Director of Facilities ("Grantor"), and the CITY OF LEE'S SUMMIT, MISSOURI, a Missouri political subdivision, 220 SE Green Street, Lee's Summit, MO 64063 ("Grantee").

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto stipulate, covenant and agree as follows:

1. Grant of Easement. For and in consideration of the payment of ten dollars (\$10.00) and for other good and sufficient considerations paid by the Grantee, the receipt of which hereby are acknowledged by the Grantor, the Grantor hereby does grant unto the Grantee, for the uses and purposes set forth Section 2 below and for such duration as set forth in Section 5, the non-exclusive right to construct, install, alter, repair, maintain, replace, renew and put into operation the following utility facilities: sanitary sewer line (the "Utilities"), upon and under the Grantor's property described on Exhibit A attached hereto (the "Property") but only in the hachured area shown on Exhibit A (the "Easement Area"). The easement right granted herein shall include the right of ingress and egress access to and from the Easement Area over those areas designated as drives or access ways by Grantor, which drives or access ways may be relocated at any time by Grantor provided any relocation shall continue to afford Grantee with access to the Easement Area.

2. Uses and Purposes of Easement. The Easement and rights granted herein are limited solely to the installation, maintenance and repair of the Utilities and access to and from said Utilities. The Grantee shall have no right, implied or otherwise, to utilize the Easement for any other utility or purpose.

3. Construction, Maintenance and Repair. Subject to all other terms of this Easement, the Grantee shall have the non-exclusive right and obligation at all times and at its sole cost and expense to go upon the Easement Area to construct, maintain and repair that part of the Utilities located within said Easement Area, provided that Grantee shall obtain Grantor's consent before starting any such work in order to coordinate with school activities and other on-site utilities that could be impacted. Grantee shall perform all such work in a good workmanlike manner and free of all liens. All work by the Grantee authorized by this Agreement shall be conducted expeditiously and in a manner which minimizes interference with the Grantor's activities and promotes safety. Further, all excavations related to any construction, maintenance or repair work performed by the Grantee must be covered at all times when the work site is unattended by Grantee's employees, contractors or agents, and all work sites and equipment must be surrounded by temporary fencing while not in use. The Grantee shall use its best efforts to schedule and perform construction, maintenance and/or repair work when school is not in session or before or after school hours. The Grantee shall notify the Grantor in writing at least three working days in advance of any work to be performed within the Easement Area, except in the case of an emergency, then notification shall

be as soon as reasonably possible. The Grantee acknowledges that the possession of weapons is prohibited on all school grounds, except for licensed law enforcement officers, including the land subject to the Easement. Accordingly, the Grantor may remove or deny access to the Easement Area to any of the Grantee's employees, agent or contractors in possession of any such weapons. All work shall further be conducted in full compliance with Grantor's Board policies.

4. Restrictions on the Grantor's Use; Reservation. The Grantor shall not use nor attempt to use the land subject to the Easement in such a manner as could reasonably be expected to interfere with the proper, safe and continuous maintenance and use of the Utilities and, specifically, shall not build thereon or there over any structure (except driveways, paved areas, grass, shrubs and fences) that could reasonably be expected to interfere with the maintenance and repair of the Utilities. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed so as to grant any right to the Grantee which shall in any way interfere with the sale or unrestricted use by the Grantor of the land subject to the Easement. The Grantor hereby reserves for itself and its successors and assigns, all such rights and privileges in its property and the land subject to the Easement as may be exercised without interfering with or abridging the rights and Easement granted herein to the Grantee.

5. Duration of Easement. The Easement shall remain in effect so long as the Utilities are reasonably necessary to provide sewer service to adjacent properties. Grantor shall have the ability to relocate the Utilities to another area of the Property upon reasonable advance notice to Grantee and provided Grantor agrees to pay the reasonable expenses required to undertake such relocation. Upon the abandonment or removal of the Utilities, the rights and Easement granted herein to the Grantee shall immediately terminate and be of no further force and effect.

6. Restoration; Indemnification. The Grantee shall, at its sole cost and expense, repair any damage to the Grantor's surface, surface improvements and landscaping caused by any activities, construction, maintenance, operations or work performed by the Grantee to the Grantor's satisfaction. After completion of construction, maintenance or repair of the Utilities, the Grantee shall restore the Easement Area to its prior condition, including, without limitation, the restoration of all vegetation and removal of all debris, equipment and other items resulting from, or used in connection with, the exercise of those rights and additionally shall repair or replace any subsequent settlement or loss of or damage to vegetation. Sod would be required to be tall turf fescue maintained by Grantee (water and mowing until fully established). Seed will be tall turf fescue at a rate of 9lbs/1000 sf with an 85% germination rate. Erosion control is the responsibility of the Grantee. Warranty period for plantings or erosion is 1 year after establishment. Any existing plantings that are removed must be replaced. To the extent permitted by law, the Grantee shall defend, indemnify and hold the Grantor and its employees, administrators, board members, students, contractors, agents and invitees harmless from and against any injuries, claims, expenses, costs, damages and losses, incurred or sustained by the Grantor or any other person as a result of the Grantee's or its employee's, agent's or contractor's use of the Easement or the exercise by any of them of the rights granted in this Agreement. Such injuries, claims, loss, damage, cost or expense indemnified hereunder shall include, but not be limited to, injury or damage to any person or property. Grantee shall name Grantor as additional insured on its liability coverage with respect to Grantee's activities and obligations under this Agreement.

7. Laws and Permits. All construction, maintenance and other work performed by or on behalf of the Grantee pursuant to this Agreement shall comply with the requirements of all applicable governmental authorities, public bodies and other entities having jurisdiction and all applicable laws, ordinances, rules and regulations of such authorities. Grantee shall obtain all necessary approvals, including construction permits, of any applicable governmental authorities.

8. As- Is; Disclaimer. Grantee accepts the Easement Area in its AS IS, WITH ALL FAULTS condition, without qualification or requirement that Grantee perform any work thereon. Further, Grantor hereby disclaims and Grantee hereby agrees that Grantor has made no representations or warranties, express or implied, upon which the Grantee has relied as to the condition thereof, the title thereto, the property's compliance with laws (including applicable environmental laws), or the property's suitability for Grantee's intended use.

9. Entire Agreement. This agreement (including attached exhibits) contains the entire understanding and agreement of the parties with respect to its subject matter and may not be amended, modified, altered or varied except by an agreement in writing signed by the parties. All prior and contemporaneous agreements, understandings, negotiations, discussions, representations, warranties, commitments, offers and contracts, whether oral or written, are superseded by this Agreement. Any action which shall render any portion of this Agreement void shall void this Agreement in its entirety.

10. Deleted.

11. Successors and Assigns. The Grantee may not assign its rights under this Agreement to any other person or entity. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. If multiple Grantees are parties to or beneficiaries of this Agreement because they are providing only one or some of the Utilities, then each Grantee shall have the Grantee rights and obligations only with respect to those Utilities and related improvements being provided by that particular Grantee.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

GRANTOR:

LEE'S SUMMIT R-VII SCHOOL DISTRICT

By: \_\_\_\_\_

Name: Robert R. White  
Title: President

Attest: \_\_\_\_\_

LSR7 Board, Secretary

GRANTEE: CITY OF LEE'S SUMMIT

By: \_\_\_\_\_



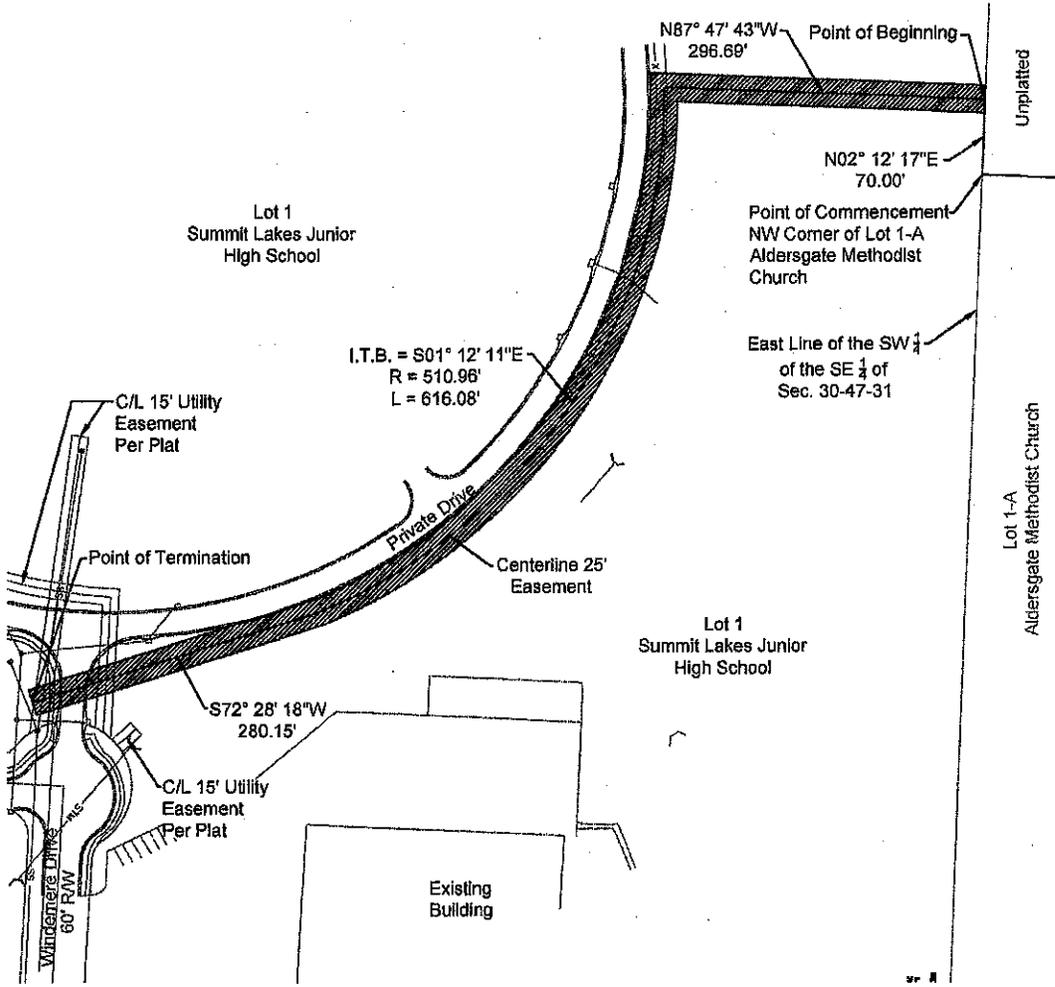
Exhibit A – Legal Description of the Property and the Easement Area

See attached two pages. The first page is the metes and bounds legal description and the second page is the exhibit depicting the Easement Area.

### Easement Description

A tract of land being located in Lot 1, Summit Lakes Junior High School. a plat as recorded in the Office of the Recorder, Jackson County, Missouri, the centerline being more particularly described as follows:

Commencing at the Northwest corner of Lot 1-A, Aldersgate Methodist Church, a resurvey of Lot 1, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri; thence North  $02^{\circ} 12' 17''$  East, along the East line of the Southwest  $1/4$  of the Southeast  $1/4$  of Section 30, Township 47, Range 31, a distance of 70.00 feet, said point being the Point of Beginning of the 25.00 foot easement being 12.50 feet on either side of the following described centerline; thence North  $87^{\circ} 47' 43''$  West, a distance of 296.69 feet; thence Southwesterly along a curve to the right having an initial tangent bearing of South  $01^{\circ} 12' 11''$  East, a radius of 510.96 feet and a length of 616.08 feet; thence South  $72^{\circ} 28' 18''$  West, a distance of 280.15 feet, said point being the Point of Termination.



**Easement Description**

A tract of land being located in Lot 1, Summit Lakes Junior High School, a plat as recorded in the Office of the Recorder, Jackson County, Missouri, the centerline being more particularly described as follows:



Commencing at the Northwest corner of Lot 1-A, Aldersgate Methodist Church, a resurvey of Lot 1, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri; thence North 02° 12' 17" East, along the East line of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 47, Range 31, a distance of 70.00 feet, said point being the Point of Beginning of the 25.00 foot easement being 12.50 feet on either side of the following described centerline; thence North 87° 47' 43" West, a distance of 296.69 feet; thence Southwesterly along a curve to the right having an initial tangent bearing of South 01° 12' 11" East, a radius of 510.96 feet and a length of 616.08 feet; thence South 72° 28' 18" West, a distance of 280.15 feet, said point being the Point of Termination.

Easement Exhibit  
**Sanitary Esmt**  
SHEET 1 OF 1

DATE: 3/20/2017  
PROJECT NUMBER: 13-556  
REV. TO DWG.: N/A  
SCALE: 1"=160'

Easement Exhibit  
**Sanitary Easement**  
Summit Lakes Junior High School  
Lee's Summit, Jackson County, Missouri

**ENGINEERING SOLUTIONS**  
ENGINEERING & SURVEYING  
510 SR 30TH STREET  
LEE'S SUMMIT, MO 64082  
P:(816) 623-9888 F:(816) 623-9849

## Packet Information

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**File #:** TMP-0585, **Version:** 1

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AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE 150 AT THE INTERSECTION OF ARBORLAKE DRIVE/STONEY CREEK DRIVE, JOB J4S3201, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 7/18/17)

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE 150 AT THE INTERSECTION OF ARBORLAKE DRIVE/STONEY CREEK DRIVE, JOB J4S3201, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Key Issues:

- The Missouri Department of Transportation (MoDOT) will be installing a traffic signal at the intersection of M-150 Highway and Arborlake Drive/Stoney Creek Drive.
- This project is scheduled to begin construction in Spring of 2018.
- The project work will be done in both City and MoDOT rights-of-ways, during which the portions of the City roads impacted by the MoDOT project will temporarily become a part of the state system for the duration of construction, and then will be returned to the City upon completion.
- An agreement between the City and MoDOT is necessary for the construction and maintenance of these improvements.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE 150 AT THE INTERSECTION OF ARBORLAKE DRIVE/STONEY CREEK DRIVE, JOB J4S3201, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Background:

The intersection of M-150 Highway and Arborlake Drive/Stoney Creek Drive meets traffic signal warrants. MoDOT intends to install traffic signal control at the subject intersection. Work will start in the Spring of 2018.

Impact/Analysis:

This is a typical municipal agreement between the City and MoDOT with regard to MoDOT improvements. This agreement will allow MoDOT to work on City right-of-way and take temporary ownership of City right-of-way for the construction of improvements. The City is required to retain its existing interest in City right-of-way upon completion of the project. There is no permanent right of way exchange on this project or exchange of funds.

*..Presenter*

Presenter: Michael Park, City Traffic Engineer

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE 150 AT THE INTERSECTION OF ARBORLAKE DRIVE/STONEY CREEK DRIVE, JOB J4S3201, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation:

**BILL NO.**

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AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE 150 AT THE INTERSECTION OF ARBORLAKE DRIVE/STONEY CREEK DRIVE, JOB J4S3201, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the Missouri Department of Transportation (MoDOT) will be installing a traffic signal at the intersection of M-150 Highway and Arborlake Drive/Stoney Creek Drive; and,

WHEREAS, this project will begin construction in Spring of 2018; and,

WHEREAS, the project work will be done in both City and MoDOT rights-of-ways, during which the portions of the City roads impacted by the MoDOT project will temporarily become a part of the state system for the duration of construction, and then will be returned to the City upon completion; and,

WHEREAS, an agreement between the City and MoDOT is necessary for the construction and maintenance of these improvements.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Municipal Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission for construction and maintenance activities related to installing a traffic signal at the intersection of M-150 Highway and Arborlake Drive/Stoney Creek Drive within the city limits of Lee's Summit, Missouri, a true and accurate copy being attached hereto and incorporated herein by reference, be and the same is hereby approved.

SECTION 2. That the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

**BILL NO.**

---

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes, Chief Council of Infrastructure and Planning

CCO Form: DE11  
Approved: 04/93 (CEH)  
Revised: 09/15 (AR)  
Modified:

Municipal Agreement  
Route: 150  
County: Jackson  
Job No.: J4S3201

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
MUNICIPAL AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 150, Jackson County, Job No. J4S3201 shall consist of a new signal at the intersection of Arborlake Drive/Stoney Creek Drive.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning approximately at Station 360+40 to Station 362+40. The length of improvement within the city is approximately 200 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J4S3201.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. J4S3201 or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(C) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and

regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon

approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal

aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of

Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's District Engineer, Kansas City District is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Director of Public Works is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Dena Mezger  
Director of Public Works  
City of Lee's Summit  
220 SE Green St  
Lee's Summit, MO 64063  
(816) 969-1800

(B) To the Commission:

Don Wichern

District Engineer, Kansas City District  
Missouri Department of Transportation  
600 NE Colbern Rd  
Lee's Summit, MO 64086  
(816) 622-6500

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 2017.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 2017.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF LEE'S SUMMIT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

By: \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance Number \_\_\_\_\_

IF A BOLD LINE IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY ENLARGED AND DASHED

NOT TO SCALE

CITY OF LEE'S SUMMIT

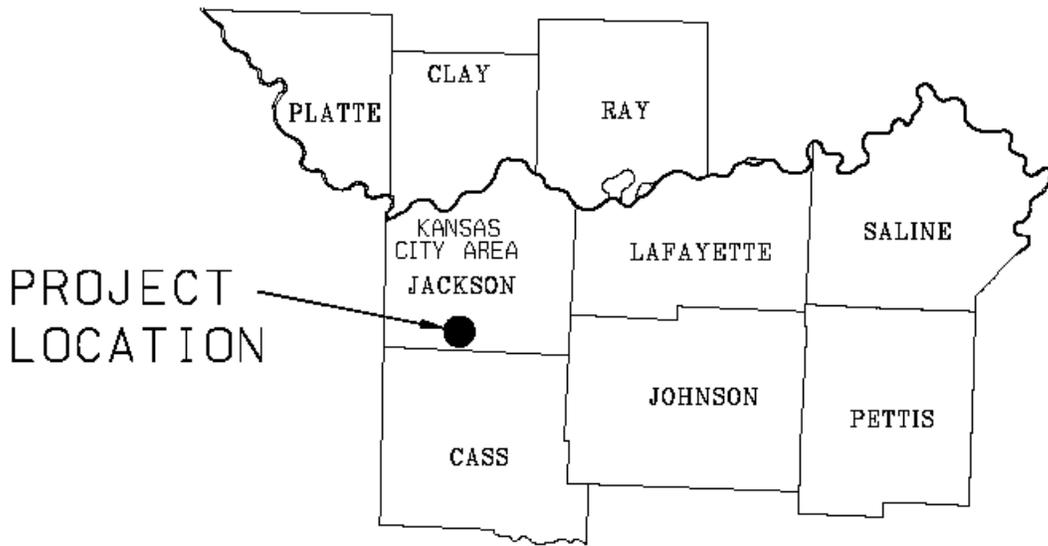
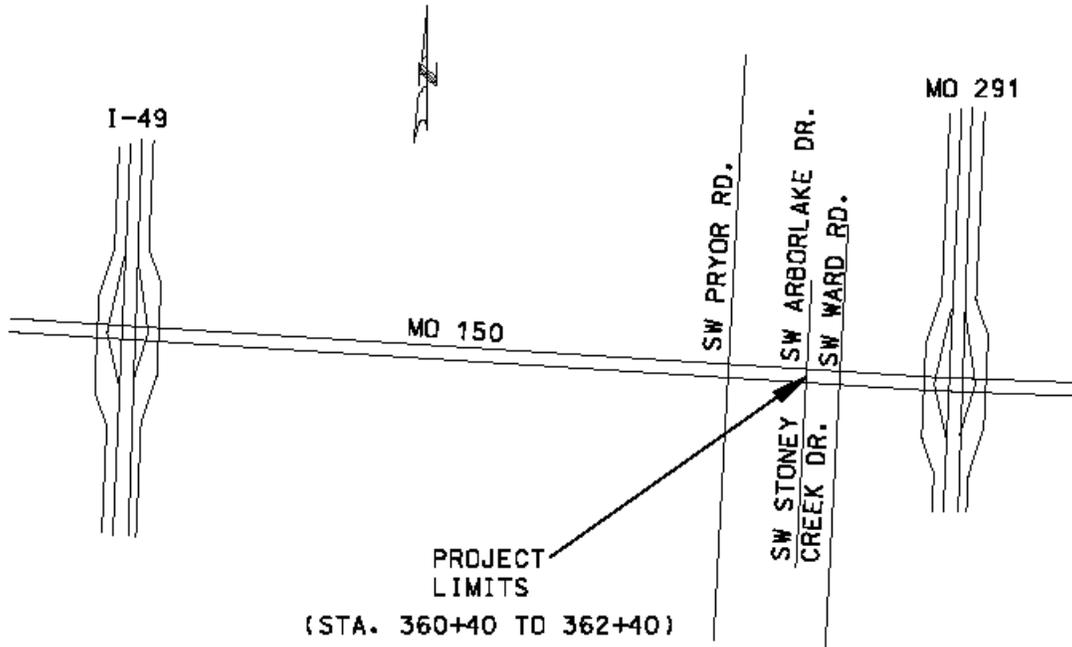


EXHIBIT A  
 Contract Between  
 MISSOURI HIGHWAYS AND TRANSPORTATION  
 COMMISSION  
 -and-  
 CITY OF LEE'S SUMMIT, MISSOURI  
 Job No. J4S3201 Jackson County

JAS3201.dwg 10/26/07 AM 3/2/2011

## Packet Information

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**File #:** TMP-0566, **Version:** 1

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AN ORDINANCE AWARDDING RFQ NO. 2017-069 FOR DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES FOR A NEW FIRE STATION NO. 3 TO WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME WITH WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED \$333,300.00 (RFQ. NO. 2017-069). (PWC 7/18/17)

Issue/Request:

AN ORDINANCE AWARDDING RFQ NO. 2017-069 FOR DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES FOR A NEW FIRE STATION NO. 3 TO WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME WITH WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED \$333,300.00. (RFQ. NO. 2017-069),

Key Issues:

In November of 2016, voters approved issuance of general obligation bonds for a number of public safety initiatives including the construction of a new Fire Station No. 3 to replace the outdated station. This agreement (see attachment) provides architectural and engineering services from preliminary design through construction administration and post construction services. The City has an MOU with Premier Real Estate for conveyance of the land to the City with certain requirements.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AWARDDING RFQ NO. 2017-069 FOR DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES FOR A NEW FIRE STATION NO. 3 TO WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME WITH WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED \$333,300.00. (RFQ. NO. 2017-069),

Background:

In November of 2016, voters approved issuance of general obligation bonds for a number of public safety initiatives including the construction of a new Fire Station No. 3 the replace the outdated station. The City's Procurement Division issued RFQ 2017-069 on March 3, 2017. The RFQ was advertised on the City's website and was posted to Public Purchase. 337 firms were notified via Public Purchase and we had seven (7) respondents.

Impact/Analysis:

A five (5) member committee consisting of city staff from Fire, Water Utilities, Public Works, Development services and the City Architect reviewed all the submittals and selected the top 3 firms to interview. One firm

withdrew itself from the process just prior to the interviews which left the final 2 firms in the process. A copy of the committee ranking sheet of the top 3 firms is attached. After the interview portion WSKF was selected by the committee for the award of RFQ 2017-069, see architect selection final interview document attached.

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter:

Brian Austerman, Assistant Chief

Recommendation:

Staff recommends AN ORDINANCE AWARDED RFQ NO. 2017-069 FOR DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES FOR A NEW FIRE STATION NO. 3 TO WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME WITH WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED \$333,300.00. (RFQ. NO. 2017-069),

Committee Recommendation:

BILL NO.

ORDINANCE NO.

AN ORDINANCE AWARDING RFQ NO. 2017-069 FOR DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES FOR A NEW FIRE STATION NO. 3 TO WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME WITH WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED \$333,300.00. (RFQ. NO. 2017-069),

WHEREAS, the City of Lee's Summit is a Constitutional Charter City, organized under the laws of the State of Missouri (hereinafter "City"); and

WHEREAS, in November 2016 the voters approved the issuance of general obligation bonds for public safety initiatives including the construction of a new Fire Station No. 3 to replace an outdated station with an obsolete design; and

WHEREAS, the City is desirous of constructing the new Fire Station No. 3 and to that end sought qualified Architectural firms to provide design and architectural services by the issuance of RFQ No. 2017-069; and

WHEREAS, at the close of the time period for submissions the City had received a total of seven (7) responses which were reviewed by a five member committee; and

WHEREAS, the review committee selected three (3) firms for interviews and interviewed two (2) of the firms who responded to the invitation for an interview; and

WHEREAS, the review committee ranked the firms interviewed and from whom responses were received in a timely fashion and now recommends that the City award the RFQ and enter into an agreement with Williams Spurgeon Kuhl & Freshnock Architects, Inc.; and

WHEREAS, this firm was selected based on qualifications based selection.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That RFQ No. 2017-069 for Design, Architectural and Engineering Services for the Design of Fire Station No. 3 be and hereby is awarded to Williams Spurgeon Kuhl & Freshnock Architects, Inc.

SECTION 2. That the Agreement by and between the City of Lee's Summit, Missouri and Williams Spurgeon Kuhl & Freshnock Architects, Inc., in an amount not to exceed \$333,300.00, attached hereto as Exhibit A, be and hereby is approved, and the City Manager is authorized to execute the same on behalf of the City.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes  
Chief Counsel of Infrastructure and Zoning  
Office of the City Attorney

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES  
FOR DESIGN SERVICES OF FIRE STATION #3  
(RFQ NO.2017-069)**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City"), and Williams, Spurgeon, Kuhl & Freshnock Architect, Inc. (WSKF) (hereinafter "Architect").

**WITNESSETH:**

**WHEREAS**, City intends to have architectural services for Fire Station #3 (hereinafter "Project"); and

**WHEREAS**, Architect has submitted a proposal for the Project and an estimate of costs to perform the Project; and

**WHEREAS**, the City Manager is authorized and empowered by City to execute contracts providing for professional architectural services; and

**WHEREAS**, City desires to enter into an agreement with Architect to perform the Project; and

**WHEREAS**, Architect represents that it is equipped, competent, and able to undertake such an assignment.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I  
SCOPE OF SERVICES TO BE PROVIDED BY ARCHITECT**

Architect shall provide professional architectural services to City ("Services") as shown in the attached Exhibit A, Scope of Services Summary, which is incorporated herein by reference.

**ARTICLE II  
OPTIONAL SERVICES TO BE PROVIDED BY ARCHITECT**

**This Article is not applicable.**

**ARTICLE III  
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

City shall provide the following services to Architect:

- A. Preliminary Plan Services**
  - 1. Boundary and topographic survey.
  - 2. Geotechnical report.
  
- B. Construction Administration Services**
  - 1. Construction testing and special inspections.

**ARTICLE IV  
PAYMENTS TO THE ARCHITECT**

For the services performed by Architect pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Architect in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Architect a lump-sum fee for all Services set forth in Exhibit A in the sum of Three Hundred Thirty Three Thousand Three Hundred Dollars (\$ 333,300 ).

City will make payment monthly for Services that have been satisfactorily completed based on the estimated percent complete for all Services. The City shall make payment to Architect within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Project Name/Task Name/RFP Number/Description of Agreement.
2. Invoice Number and Date.
3. Statement of percent complete for the previous month, itemized reimbursable Expenses, and invoice total.
4. Description of monthly progress detailing the services completed to date and projected completion time.
5. Project Billing Summary to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

**ARTICLE V  
COMPLETION TIME**

The Scope of Services shall be completed in accordance with the deadlines set forth in the attached Exhibit B, Schedule, which is incorporated herein by reference

The Fire Chief may, with the mutual consent of the parties, amend the deadlines contained in the Schedule by written authorization upon a showing of cause for amendment by Architect.

**ARTICLE VI  
INSURANCE**

Architect shall maintain at Architect's expense the following insurance coverage during the period of the Agreement and will provide City with certificates of insurance on all required coverage prior to commencement of any services performed pursuant to this Agreement:

- A. **CERTIFICATE OF INSURANCE:** The Architect shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Architect shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any

Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Architect's contract price.

- B. NOTICE OF CLAIM: The Architect shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Architect shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Architect's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Architect shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Architect.
- D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Architect shall either:
  - 1. Cover all sub-consultants in the Architect's liability insurance policy or,
  - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Architect and submit such certificates to the City as outlined herein.
- E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Architect that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Architect. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Architect for such assumed limits.
- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Architect in the minimum amount of \$2,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

- H. AUTOMOBILE LIABILITY: Policy shall protect the Architect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
1. Any Auto
  2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,  
 Bodily Injury and Property Damage: \$2,000,000  
 City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

- I. WORKERS' COMPENSATION: This insurance shall protect the Architect against all claims under applicable state Workers' Compensation laws. The Architect shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Architect nor has the City assessed the risk that may be applicable to the Architect.
  2. The Architect's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Architect.
  3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
  4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
  5. Any failure on the part of the Architect with any policy reporting provision shall not affect the coverage provided to the City.
  6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.
- A. Architect agrees to require and shall provide evidence to City that its sub-consultants shall maintain comprehensive general liability, automobile liability, workers' compensation, and professional liability insurance, for not less than the period of services under agreements with its sub-consultants, and in not less than the amounts outlined for Architect. The comprehensive general liability policy of Architect's sub-consultants shall name City and Architect as an additional insured.

**ARTICLE VII  
 MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Architect warrants that Architect has not employed or retained any company or person, other than a bona fide employee working for the Architect, to solicit or secure this Agreement, and that Architect has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ARCHITECTURAL DOCUMENTS:** Payment by City to Architect as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Architect exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Architect. Any reuse without written verification or adaptation by Architect for the specific purpose intended will be at City's risk and without liability or exposure to Architect, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Architect from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Architect shall enter into a modification of this Agreement describing the changes in the services to be provided by Architect and City, providing for compensation for any additional services to be performed by Architect, and providing completion times for said services.
- D. **EMERGENCY CHANGES IN SERVICES:** The Fire Chief, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Fire Chief and the City Manager.

In the event an emergency change in services is authorized by the Fire Chief and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress, but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
  - 1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Architect for all services rendered up to the date of termination.

2. Termination for Cause: This Agreement may also be terminated for cause by City or Architect. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Architect for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Architect up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Architect shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Architect but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS**: Architect shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Architect shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER**: Architect shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Architect of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES**: Upon reasonable advance notice and during normal business hours at Architect's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Architect and consulting with him/her at such time. Conferences are to be held at the request of City or Architect.
- I. **ARCHITECT' ENDORSEMENT**: Architect shall endorse all plans, specifications, estimates, and design data furnished by him/her in accordance with state statutes.
- J. **INSPECTION OF DOCUMENTS**: Architect shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Architects place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS**: Architect shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Architect, or its employees, or subcontractors, in the performance of Architect's duties under this Agreement, or any supplements or amendments thereto.
- L. **LIMITATION OF LIABILITY**: In no event will City be liable to Architect for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Architect pursuant to Article IV of this Agreement.

- M. **PROFESSIONAL RESPONSIBILITY:** Architect will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional architectural practices. If Architect fail to meet the foregoing standard, Architect will perform at its own cost, and without reimbursement from City, the professional architectural services necessary to correct errors and omissions that are caused by Architect's failure to comply with above standard, and that are reported to Architect within one year from the completion of Architect's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Architect has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Architect experience and qualifications and represents Architect's best judgment as a professional architect familiar with the construction industry, but Architect cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Architect.
- R. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. **SAFETY:** In the performance of its services, Architect shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. **ANTI-DISCRIMINATION CLAUSE:** Architect and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. **DELAY IN PERFORMANCE:** Neither City nor Architect shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Architect under this Agreement. Architect and City shall be granted a reasonable extension of time

for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Architect. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Architect.

W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

Fire Chief  
City of Lee's Summit  
207 SE Douglas Street  
Lee's Summit, MO 64063

and notices to Architect shall be addressed to:

WSKF Architect, Inc.  
110 Armour Road  
North Kansas City, MO 64116

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII  
ALL OTHER TERMS REMAIN IN EFFECT**

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Architect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

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Nancy K. Yendes  
Chief Council of Infrastructure and Planning

**ARCHITECT:**

Williams Spurgeon Kuhl & Freshnock Architects Inc.

BY:  \_\_\_\_\_

TITLE: PRINCIPAL \_\_\_\_\_

**Lee's Summit Fire Station #3**  
 Scope of Services Summary

TASK NO.	TASK DESCRIPTION	DESIGN DISCIPLINE	TASK FEE
<b>1.00</b>	<b>NEEDS ASSESSMENT/PROGRAMMING</b>		
	Meet with FD Committee to determine space needs (interior and exterior needs assessment) and functional requirements including "training tower" requirements.	A	
1.01	Develop summary of space needs ("program" or listing of individual spaces with respective area requirements).	ALL	
1.02	Identify and develop sustainability options.	ALL	
1.03	Develop preliminary construction cost estimate based on spaces needs determination and envisioned construction type.	ALL	
1.04	Meet with FD Committee to review space needs assessment and cost estimate.	A	
1.05	Make adjustments in the space needs and cost estimate as needed to meet the City's project requirements.	A	
1.06	Secure City sign-off on space needs and budget.	A	
<b>NEEDS ASSESSMENT/PROGRAMMING PHASE</b>			<b>\$9,000</b>
<b>2.00</b>	<b>SCHEMATIC DESIGN PHASE</b>		
2.01	Based on the approved Needs Assessment and Program, diagram key functional adjacencies, address relevant design considerations including traffic patterns, workflow and make recommendations for City approval.	A	
2.02	Review & Update Preliminary Cost Estimates throughout the design phase on an agreed upon schedule in a timely manner.	ALL	
2.03	Develop Site Plan to include building outline, landscape design, parking design and drives.	A,LA,C	
2.04	Develop building design (min. of two envisioned) for review and consider by the FD Committee.	A,ID	
2.05	Develop alternative interior design finish schemes (min. of two envisioned) providing alternative designs for materials, furniture, and colors for approval by FD Committee. Provide product literature and samples for selected scheme.	A,ID	
2.06	Conduct design Charrette with FD Personnel. Compile results and distribute findings to FD Committee and Design Team.	A,LA,ID	
2.07	Pre-Application Meeting, Development Review, City of Lee's Summit, Dept. of Planning & Development	A	
2.08	Preliminary Development Plan Submittal, City of Lee's Summit, Dept. of Planning & Development	ALL	

**Lee's Summit Fire Station #3**  
 Scope of Services Summary

TASK NO.	TASK DESCRIPTION	DESIGN DISCIPLINE	TASK FEE
2.09	Present schematic design to city council, other elected officials or key city staff. Presentation shall include drawings of site plan, schematic design options, interior design options, cost estimates and updated project schedule.	ALL	
2.10	Survey all fire station apparatus bays and develop design reflected ceiling plans for consultant use	A	
<b>SCHEMATIC DESIGN PHASE</b>			<b>\$42,000</b>
<b>3.00</b>	<b>DESIGN DEVELOPMENT PHASE</b>		
3.01	Based on approved Schematic Design, prepare design development documents consisting of drawings and other documents that establish the size and character of the project as to civil, architectural, structural, mechanical, plumbing & electrical systems, landscape including design elements appropriate to meet city ordinances and other applicable laws and regulations. This task includes up to 2 meetings with FD Committee.	ALL	
3.02	Identify building materials to used in the design for approval by the FD Committee including samples, literature and manufacturer data (when appropriate).	A,ID	
3.03	Layout and design public spaces including fire personnel offices as well as private spaces for fire personnel. Design shall encompasses equipment and furniture typical for both public and private spaces.	A,ID	
3.04	Provide preliminary design layout of HVAC, lighting (interior & exterior), power, low voltage (fire alarm, tele-communications & intercom), plumbing and other mechanical elements. Secure approval from the FD Committee of all design provisions. Evaluate potential alternative building materials relative to energy efficiency. Evaluate alternative building systems for energy efficiency including HVAC systems and lighting.	A,MEP	
3.05	Update fixtures, furniture and equipment as required to maintain a current inventory/accounting of FF&E items.	A,ID	
3.06	Develop a detailed site plan (including landscaping, grading, storm water and erosion control) for city approval. Site plan should also adhere to requirements of City of Lee's Summit Uniform Development Ordinance (UDO).	A,C,LA	
3.07	Design code summary plan. Design shall demonstrate compliance with applicable building codes.	A	
3.08	Design an exterior and interior graphics and signage plan for approval by the city.	A,LA,ID	
3.09	Design an exterior and interior lighting plan for approval by the city.	A,MEP	

**Lee's Summit Fire Station #3**  
 Scope of Services Summary

TASK NO.	TASK DESCRIPTION	DESIGN DISCIPLINE	TASK FEE
3.10	Final Development Plan Submittal, City of Lee's Summit Dept. of Planning & Development	A	
3.11	Allow for a minimum of 3 meetings with city council, planning commission, elected officials or key city staff.	ALL	
<b>DESIGN DEVELOPMENT PHASE</b>			<b>\$65,000</b>
<b>4.00</b>	<b>CONSTRUCTION DOCUMENTS &amp; BIDDING PHASE</b>		
4.01	Prepare building construction specifications, drawings, and bid documents in compliance with all applicable codes or regulations.	ALL	
4.02	Identify and document all alternates as required to allow for contract flexibility and scope of work.	ALL	
4.03	Prepare Architects and Engineers Estimate of probable construction cost prior to bid.	ALL	
4.04	Coordinate the bid process for construction including preparation of bid documents, answering bidder questions, preparing addendum, and related tasks as required by the city purchasing process.	A	
4.05	Provide appropriate representatives at Pre-Bid Conference and assist city purchasing department with the preparation of any necessary addendums.	ALL	
4.06	Evaluate bids per city approval/evaluation criteria and make	A	
4.07	Include time for meetings appropriate for this task including meetings with city council, project representatives, city officials or key personnel.	ALL	
4.08	Complete final air filtration design for all fire stations.	A, MEP	
<b>CONSTRUCTION DOCUMENTS &amp; BIDDING PHASE</b>			<b>\$140,600</b>
<b>5.00</b>	<b>CONSTRUCTION ADMINISTRATION PHASE</b>		
5.01	Assume construction administration duties as defined by contract documents including processing of construction related documents (shop drawings, applications for payment, Request for Information and similar items).	ALL	
5.02	Visit bi-weekly. Coordinate services with city representative and address request for information and any issues in a timely manner. Complete site visits for specific work review (i.e. footing/foundation constr., slab-on-grade constr. Etc.).	ALL	
5.03	Distribute reviewed shop drawings to city representative. Provide comment as needed and advise the city as appropriate.	ALL	
5.04	Advise FD Committee on construction progress through progress meetings.	A	
5.05	Facilitate construction contract disputes.	A	

**Lee's Summit Fire Station #3**  
 Scope of Services Summary

TASK NO.	TASK DESCRIPTION	DESIGN DISCIPLINE	TASK FEE
5.06	Coordinate and facility punch list development. Distribute punch list to the general contractor, city representative and other designated parties.	ALL	
5.07	Prepare final as-built drawings and specifications including operating and maintenance manuals including digital copy.	ALL	
<b>FEE - CONSTRUCTION ADMINISTRATION PHASE</b>			<b>\$53,000</b>
<b>6.00</b>	<b>POST CONSTRUCTION SERVICES PHASE</b>		
6.01	Coordinate building start up including appropriate training in the use and maintenance of all facilities and systems.	ALL	
6.02	Perform 11-month warranty inspection with the general	ALL	
6.03	Provide for a 1 meeting with FD Committee.	A	
<b>TOTAL - POST CONSTRUCTION SERVICES PHASE</b>			<b>\$2,500</b>

**TOTAL PER PHASE COST**

NEEDS ASSESSMENT/PROGRAMMING PHASE	\$9,000
SCHEMATIC DESIGN PHASE	\$42,000
DESIGN DEVELOPMENT PHASE	\$65,000
CONSTRUCTION DOCUMENTS & BIDDING PHASE	\$140,600
CONSTRUCTION ADMINISTRATION PHASE	\$53,000
POST CONSTRUCTION SERVICES PHASE	\$2,500
	<b>\$312,100</b>
<b>EXPENSES</b>	<b>\$21,200</b>
<b>TOTAL FEES &amp; EXPENSE</b>	<b>\$333,300</b>

Williams Spurgeon Kuhl & Freshnock Architects, Inc.

Company Name

110 Armour Road

Street Address

N. Kansas City, Missouri 64116

City/State/Zip

Rick Kuhl, RA

Authorized Person (Print)



PRINCIPAL, JULY 5, 2017

Authorized Person Signature / Title / Date

RANKING SHEET

RFQ 2017-069 Design of Station 3

		<b>3</b>		<b>2</b>			<b>1</b>
	Anderson	Archimages	BKDC	DRAW	HTK	Peckham Wright	WSKF
Brian Austerman	3	2		4	4		1
Steve Aldridge				3	2	4	1
Mark Dunning				2	4	3	1
Mark Schaufler		3		2	4		1
Dena Mezger		3			4	2	1

5/1/2017

#### Station 3 architect interviews

The selection committee met and interviewed the 2 remaining firms for consideration for the Station 3 project. These firms were Archimages and WSKF. The 3<sup>rd</sup> firm, DRAW, withdrew from the process due to a conflict in their schedule and them not being able to guarantee their team would be available for the Station3 project.

Each firm had 1 hour for their presentation and follow up questions from the selection committee. Both firms were well represented and each had good information to present. In the end however, the selection committee agreed unanimously that WSKF was the best candidate and was selected as the architect for the project. This decision was based on the following points that the selection committee discussed and agreed that WSKF did have an advantage.

1. WSKF has an established and long standing team of internal and external partners that have collaborated on many projects and the team has remained intact.
2. The selection committee felt that the proximity of the principal architect to the project was important. The principal for WSKF is local in comparison to Archimages.
3. The overall body of work and expertise that WSKF has was deemed to be more extensive.
4. The construction administration philosophy presented by WSKF was more in line with what the selection committee was looking for.



## Packet Information

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**File #:** TMP-0584, **Version:** 2

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 43631483 & 43731483 FOR THE WATER MAIN REPLACEMENT - FY17, LOCATED ON 50 HWY FROM BLACKWELL ROAD TO SMART ROAD AND FROM SMART ROAD TO HARRIS ROAD TO MILES EXCAVATING INC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$623,225.18. (PWC 7/18/17)

### Key Issues:

- The City of Lee's Summit Water Utilities serves water to the area formally known as Public Water Supply District 14. This area resides outside the City Limits of Lee's Summit along the 50 Highway Corridor stopping near 7 Highway.
- The 2006 Water Master Plan recommends, a 16-inch water main to be installed along the north side of 50 Hwy, and a 12-inch water main to be installed along the south side of 50 Hwy. This project accomplishes both of these goals.
- The new Blackwell Interchange began the process of extending these larger mains to this area to support future growth that the interchange may create.
- This project will bring fire flow capabilities to this area as well as support future development.
- On June 16, 2017, City Staff advertised the Invitation to Bid on the City's website. Bidding closed at 2:00 p.m. local time on July 7, 2017. All bids duly received were opened publicly and read aloud in City Hall in the Howard A Conference Room.
- Miles Excavating Inc was the lowest responsible responsive bidder at \$623,225.18 which is below the City's estimate for this project.

### Proposed Committee Motion:

I move to recommend to the City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 43631483 & 43731483 FOR THE WATER MAIN REPLACEMENT - FY17, LOCATED ON 50 HWY FROM BLACKWELL ROAD TO SMART ROAD AND FROM SMART ROAD TO HARRIS ROAD TO MILES EXCAVATING INC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$623,225.18.

### Background:

The 2006 Water Master Plan identified needs for increased flows and service to the areas known as the former Public Water Supply District 14. The project will construct approximately 8700 feet of water main, valves, fittings, service connections, connections to existing water mains and surface restoration. For the

purpose of allocating funds, the project was split into two segments. The funding source on this is a combination of water construction funds and tap funds to pay for the upsize to the mains.

The project will be replacing approximately 2,800 feet of 8-inch ductile iron pipe (DIP) water main with 16-inch Polyvinyl chloride (PVC) water main from Blackwell Road to Smart Road. The project will also be replacing approximately 5,900 feet of 4-inch DIP water main with 12-inch PVC water main from Smart Road to Harris Road. Construction is scheduled to begin in September of 2017 and is anticipated to end in December of 2017.

Timeline:

Start: Fall 2017

Finish: Winter 2017

Other Information/Unique Characteristics:

Project No. 43631483 & 43731483 were publicly advertised on June 16, 2017. The invitation to bid was advertised using the City's web site and [www.PublicPurchase.com](http://www.PublicPurchase.com) to notify potential contractors. 13 potential contractors viewed the invitation, and 11 contractors submitted bids by the July 7, 2017 closing date. Based on qualifications and a low bid of \$623,225.18, Miles Excavating Inc was awarded the contract.

Presenter: Jeff Thorn, P.E. Assistant Director of Engineering Services, Lee's Summit Water Utilities

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 43631483 & 43731483 FOR THE WATER MAIN REPLACEMENT - FY17, LOCATED ON 50 HWY FROM BLACKWELL ROAD TO SMART ROAD AND FROM SMART ROAD TO HARRIS ROAD TO MILES EXCAVATING INC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$623,225.18.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 43631483 & 43731483 FOR THE WATER MAIN REPLACEMENT - FY17, LOCATED ON 50 HWY FROM BLACKWELL ROAD TO SMART ROAD AND FROM SMART ROAD TO HARRIS ROAD TO MILES EXCAVATING INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$623,225.18.

WHEREAS, the City of Lee's Summit Water Master plan recommends that water main improvements be undertaken along the north and south side of 50 highway to better serve areas which receive water from the City of Lee's Summit; and,

WHEREAS, the Water Main Replacement – FY17 50 HWY Blackwell Road to Smart Road project, which will achieve the objective outlined in the City of Lee's Summit Water Master Plan arose from direction by Water Utilities to Public Works staff to use water construction funds and water tap fees to design 8,700 feet of water main replacement; and,

WHEREAS, a 16-inch water main is planned to be installed along the north side of 50 Hwy, and a 12-inch water main is planned to be installed along the south side of 50 Hwy; and,

WHEREAS, on June 16, 2017, City Staff advertised the Invitation to Bid on the City's website; and,

WHEREAS, as of the closing of the time for submission of bids, a total of 11 contractors submitted bids; and,

WHEREAS, after evaluation of the bids received, Miles Excavating Inc. was determined to be the lowest and most responsible bidder for Bid No. 43631483 & 43731483.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of bid no. 43631483 & 43731483 generally for the purpose of Water Main Replacement – FY17 50 HWY Blackwell Road to Smart Road to Miles Excavating Inc, in the amount of \$623,225.18.

SECTION 2. That the Agreement by and between the City of Lee's Summit, Missouri and Miles Excavating, Inc. for the services contained in bid no. 43631483 & 43731483, generally for the purpose of Water Main Replacement – FY17 50 HWY Blackwell Road to Smart Road, in an amount of \$623,225.18, said agreement being attached hereto as Exhibit A and incorporated herein by reference be and hereby is approved and the City Manager is authorized to execute the same by and on behalf of the City.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

APPROVED AS TO FORM:

\_\_\_\_\_  
*Chief Counsel of Management & Operations/Deputy City Attorney  
Jackie McCormick Heanue*

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



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CONSTRUCTION SPECIFICATIONS INSTITUTE

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## INTRODUCTION (*NOTES TO USER*)

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (“Agreement”) has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts (“Instructions to Bidders”) (EJCDC C-200, 2007 Edition); the Suggested Bid Form for Construction Contracts (“Bid Form”) (EJCDC C-410, 2007 Edition); and the Standard General Conditions of the Construction Contract (“General Conditions”) (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition), and the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

This Agreement form assumes use of a Project Manual that contains the following documentary information for a construction project:

- Bidding Requirements, which include the advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders; and
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.

The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter, and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive rekeying. (The definitions of terms used in this Agreement, including “Bidding Documents,” “Bidding Requirements,” and “Contract Documents,” are set forth Article 1 of the General Conditions.)

Suggested provisions are accompanied by “Notes to User” to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location: doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in the Uniform Location of Subject Matter (EJCDC N-122).

EJCDC has designated Section 00520 for this Agreement. If this convention is used, the first page of the Agreement would be numbered 00520-1. If CSI’s MasterFormat 04™ is being used for the Project Manual, consult MasterFormat 04 for the appropriate section number and number the pages accordingly.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix “I,” those of the Bid Form are referenced with the prefix “BF,” and those of this Agreement are referenced with the prefix “A.”

**NOTE:** EJCDC publications may be purchased from any of the organizations listed on the page immediately following the cover page of this document.

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ City of Lee’s Summit, Missouri \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ Miles Excavation Inc. \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of 2,864 feet of 16 inch water main, 5,870 feet of 12 inch water main, hydrants, valves, fittings, service connections, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, and any and all other items necessary to complete the work.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Bid No. 43631483 Water Main Replacement-FY17 50 HWY Blackwell to Smart

Bid No. 43731483 Water Main Replacement-FY17 50 HWY Smart to Harris

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by the City of Lee’s Summit Public Works Department (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 270 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Description	Unit	Estimated	Bid Unit Price	Bid Price
			Quantity		
1	Mobilization	LS	1	\$7,106.54	\$7,106.54
2	Demolition, Clearing, Grubbing and Removal	LS	1	\$32,588.69	\$32,588.69
3	Field Survey	LS	1	\$4,010.10	\$4,010.10
4	Water Main - 16" PVC	LF	2,833	\$49.15	\$139,241.95
5	Water Main - 12" PVC	LF	5,870	\$36.55	\$214,548.50
6	Water Service Lines	LF	50	\$24.23	\$1,211.50
7	Water Meter Relocation with Reuse of Existing Water Meter	EA	5	\$981.72	\$4,908.60
8	Water Service - Re-Connections	EA	5	\$1,005.71	\$5,028.55
9	Water Line Valve - 16" Butterfly Valve	EA	4	\$3,779.57	\$15,118.28
10	Water Line Valve - 12" Butterfly Valve	EA	7	\$2,461.50	\$17,230.50
11	Air Release Valve Assembly	EA	4	\$2,766.61	\$11,066.44
12	Fire Hydrant Assembly	EA	18	\$3,929.86	\$70,737.48
13	Water Main - Bend (16 in.) (11.25 deg.)	EA	5	\$1,097.76	\$5,488.80
14	Water Main - Bend (16 in.) (22.5 deg.)	EA	5	\$1,117.29	\$5,586.45
15	Water Main - Bend (12 in.) (11.25 deg.)	EA	3	\$732.75	\$2,198.25
16	Water Main - Bend (12 in.) (22.5 deg.)	EA	1	\$880.77	\$880.77
17	Water Main - Bend (12 in.) (45 deg.)	EA	2	\$818.14	\$1,636.28
18	Water Main - Bend (12 in.) (90 deg.)	EA	3	\$922.48	\$2,767.44
19	Driveways - Gravel	SY	314	\$8.30	\$2,606.20
20	Driveways - Concrete	SY	79	\$68.96	\$5,447.84
21	Driveways - Asphalt	SY	36	\$161.96	\$5,830.56
22	Culvert - 15" CMP	LF	32	\$47.62	\$1,523.84
23	Culvert - 36" CMP	LF	20	\$79.49	\$1,589.80
24	Remove\Replace Barbed Wire Fence	LF	24	\$18.67	\$448.08
25	Remove Barbed Wire Fence\Replace with 2-Strand Woven Wire Fence	LF	663	\$18.76	\$12,437.88

Item No.	Description	Unit	Estimated	Bid Unit Price	Bid Price
			Quantity		
26	Remove\Replace Wood Fence	LF	96	\$38.15	\$3,662.40
27	Install Temporary Fence as Needed	LF	120	\$14.14	\$1,696.80
28	Remove Barbed Wire Fence	LF	3,341	\$2.26	\$7,550.66
29	Pavement	SY	31	\$161.85	\$5,017.35
30	Seeding	LF	8,703	\$1.94	\$16,883.82
31	Erosion Control	LS	1	\$12,953.67	\$12,953.67
32	Traffic Control	LS	1	\$4,221.16	\$4,221.16

BID TOTAL:	\$623,225.18
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The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ~~Engineer~~ Owner as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly ~~on or about the 1st day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); ~~and, If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057 of \_\_\_\_\_ percent per annum.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing

reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 9, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - a. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 5. General Conditions (pages 1 to 66, inclusive).
  - 6. Supplementary Conditions (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings consisting of 24 sheets with each sheet bearing the following general title: Water Main Replacement FY17 [or] the Drawings listed on attached sheet index.
  - 9. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (pages 1 to 1, inclusive).

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### *10.01 Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### *10.02 Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *10.03 Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 Other Provisions

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

City of Lee's Summit, Missouri

By: \_\_\_\_\_

Title: City Manager

Approved  
as to Form: \_\_\_\_\_

Title: Assistant City Attorney

Address for giving notices:

220 SE Green Street

Lee's Summit, MO 64063

\_\_\_\_\_

CONTRACTOR

Miles Excavation Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership,  
or a joint venture, attach evidence of authority  
to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

(Where applicable)

(If Owner is a public body, attach evidence of  
authority to sign and resolution or other documents  
authorizing execution  
of this Agreement.)

Agent for service of process:

\_\_\_\_\_



**US 50 HWY WATER RELOCATION  
- BLACKWELL TO SMART  
- SMART TO HARRIS**

SMOKEY HILL  
CAROLINA DR  
SOMERSET DR  
SUMPTER DR  
CITADEL DR  
WINDSOR DR  
MEETING CT  
5TH ST  
6TH ST  
ATHENS  
CHURCH  
BLUE PKWY  
LYNDON  
LANGSFORD  
SMITH DR  
WOOD LN  
GOLDEN LN  
MILLSTONE  
CHELSEA DR  
NOTTINGHAM DR  
2ND ST  
3RD ST  
4TH ST  
5TH ST  
6TH ST  
6TH TER  
ASHEVILLE DR  
BLACKWELL RD  
JONATHAN  
JOEL  
YOUINGSTON  
BINGHAM DR  
JENNIFER DR  
PL  
LN  
MILL CREEK DR  
COYLE DR  
3RD ST  
RIPPLE DR  
WINCHESTER  
SHENANDOAH  
KIMBROUGH LN

US 50 HWY

US 50 HWY

SMART RD

HARRIS RD

Item Code	Item Description	UoM	Quantity	Engineer Estimate		Miles Exc. Inc.		Triple C Underground		Radmacher Brothers Excavating Co. Inc		Holthouse Construction LLC		Wiedenmann Inc		Redford Construction Inc.		Blue Nile Contractors Inc		linaweaver construction inc		Orr Wyatt Streetscapes		Pyramid Excavation		Emery Sapp & Sons, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$89,350.83	\$89,350.83	\$7,106.54	\$7,106.54	\$25,000.00	\$25,000.00	\$84,830.00	\$84,830.00	\$20,000.00	\$20,000.00	\$13,900.00	\$13,900.00	\$25,000.00	\$25,000.00	\$37,239.55	\$37,239.55	\$40,000.00	\$40,000.00	\$36,200.00	\$36,200.00	\$75,000.00	\$75,000.00		
2	Demolition, Clearing, Grubbing and Removal	LS	1	\$89,350.83	\$89,350.83	\$32,588.69	\$32,588.69	\$16,500.00	\$16,500.00	\$19,772.00	\$19,772.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$26,797.18	\$26,797.18	\$24,000.00	\$24,000.00	\$17,100.00	\$17,100.00	\$25,000.00	\$25,000.00		
3	Field Survey	LS	1	\$18,043.22	\$18,043.22	\$4,010.10	\$4,010.10	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$4,243.68	\$4,243.68	\$10,000.00	\$10,000.00	\$6,400.00	\$6,400.00	\$4,000.00	\$4,000.00		
4	Water Main - 16" PVC	Ln Ft	2833	\$100.00	\$283,300.00	\$49.15	\$139,241.95	\$50.00	\$141,650.00	\$49.65	\$140,658.45	\$55.00	\$155,815.00	\$64.00	\$181,312.00	\$65.00	\$184,145.00	\$69.58	\$197,120.14	\$70.00	\$198,310.00	\$77.80	\$220,407.40	\$76.00	\$215,308.00		
5	Water Main - 12" PVC	Ln Ft	5870	\$80.00	\$469,600.00	\$36.55	\$214,548.50	\$40.00	\$234,800.00	\$31.30	\$183,731.00	\$42.00	\$246,540.00	\$39.00	\$228,930.00	\$54.00	\$316,980.00	\$46.15	\$270,900.50	\$50.00	\$293,500.00	\$51.30	\$301,131.00	\$64.00	\$375,680.00		
6	Water Service Llines	Ln Ft	50	\$50.00	\$2,500.00	\$24.23	\$1,211.50	\$20.00	\$1,000.00	\$58.05	\$2,902.50	\$24.00	\$1,200.00	\$42.00	\$2,100.00	\$18.00	\$900.00	\$65.59	\$3,279.50	\$40.00	\$2,000.00	\$26.70	\$1,335.00	\$50.00	\$2,500.00		
7	Water Meter Relocation with Reuse of Existing Water Meter	Ea	5	\$600.00	\$3,000.00	\$981.72	\$4,908.60	\$800.00	\$4,000.00	\$490.10	\$2,450.50	\$500.00	\$2,500.00	\$900.00	\$4,500.00	\$300.00	\$1,500.00	\$336.13	\$1,680.65	\$1,500.00	\$7,500.00	\$1,605.00	\$8,025.00	\$1,050.00	\$5,250.00		
8	Water Service - Re-Connections	Ea	5	\$400.00	\$2,000.00	\$1,005.71	\$5,028.55	\$400.00	\$2,000.00	\$903.55	\$4,517.75	\$1,500.00	\$7,500.00	\$650.00	\$3,250.00	\$150.00	\$750.00	\$530.02	\$2,650.10	\$1,200.00	\$6,000.00	\$1,070.00	\$5,350.00	\$950.00	\$4,750.00		
9	Water Line Valve - 16" Butterfly Valve	Ea	4	\$2,500.00	\$10,000.00	\$3,779.57	\$15,118.28	\$3,500.00	\$14,000.00	\$3,463.00	\$13,852.00	\$3,500.00	\$14,000.00	\$3,600.00	\$14,400.00	\$2,900.00	\$11,600.00	\$4,467.04	\$17,868.16	\$4,000.00	\$16,000.00	\$5,560.00	\$22,240.00	\$4,700.00	\$18,800.00		
10	Water Line Valve- 12" Butterfly Valve	Ea	7	\$1,500.00	\$10,500.00	\$2,461.50	\$17,230.50	\$3,000.00	\$21,000.00	\$1,908.00	\$13,356.00	\$3,000.00	\$21,000.00	\$2,100.00	\$14,700.00	\$1,700.00	\$11,900.00	\$2,345.19	\$16,416.33	\$2,500.00	\$17,500.00	\$4,060.00	\$28,420.00	\$2,450.00	\$17,150.00		
11	Air Release Valve Assembly	Ea	4	\$2,500.00	\$10,000.00	\$2,766.61	\$11,066.44	\$2,600.00	\$10,400.00	\$4,538.00	\$18,152.00	\$2,200.00	\$8,800.00	\$1,300.00	\$5,200.00	\$2,500.00	\$10,000.00	\$2,779.06	\$11,116.24	\$4,600.00	\$18,400.00	\$2,990.00	\$11,960.00	\$3,200.00	\$12,800.00		
12	Fire Hydrant Assembly	Ea	18	\$3,100.00	\$55,800.00	\$3,929.86	\$70,737.48	\$3,400.00	\$61,200.00	\$4,429.00	\$79,722.00	\$4,000.00	\$72,000.00	\$3,000.00	\$54,000.00	\$4,500.00	\$81,000.00	\$4,218.93	\$75,940.74	\$4,000.00	\$72,000.00	\$5,240.00	\$94,320.00	\$4,500.00	\$81,000.00		
13	Water Main - Bend (16 in.) (11.25 deg.)	Ea	5	\$950.00	\$4,750.00	\$1,097.76	\$5,488.80	\$900.00	\$4,500.00	\$1,089.00	\$5,445.00	\$1,600.00	\$8,000.00	\$1,600.00	\$8,000.00	\$580.00	\$2,900.00	\$1,005.80	\$5,029.00	\$1,200.00	\$6,000.00	\$1,710.00	\$8,550.00	\$1,050.00	\$5,250.00		
14	Water Main - Bend (16 in.) (22.5 deg.)	Ea	5	\$1,000.00	\$5,000.00	\$1,117.29	\$5,586.45	\$900.00	\$4,500.00	\$1,080.00	\$5,400.00	\$1,600.00	\$8,000.00	\$1,900.00	\$9,500.00	\$580.00	\$2,900.00	\$1,005.80	\$5,029.00	\$1,200.00	\$6,000.00	\$1,820.00	\$9,100.00	\$1,050.00	\$5,250.00		
15	Water Main - Bend (12 in.) (11.25 deg.)	Ea	3	\$650.00	\$1,950.00	\$732.75	\$2,198.25	\$600.00	\$1,800.00	\$1,688.00	\$5,064.00	\$1,450.00	\$4,350.00	\$1,000.00	\$3,000.00	\$350.00	\$1,050.00	\$409.85	\$1,229.55	\$750.00	\$2,250.00	\$1,180.00	\$3,540.00	\$750.00	\$2,250.00		
16	Water Main - Bend (12 in.) (22.5 deg.)	Ea	1	\$725.00	\$725.00	\$880.77	\$880.77	\$600.00	\$600.00	\$750.00	\$750.00	\$1,450.00	\$1,450.00	\$1,300.00	\$1,300.00	\$350.00	\$350.00	\$435.53	\$435.53	\$750.00	\$750.00	\$1,920.00	\$1,920.00	\$750.00	\$750.00		
17	Water Main - Bend (12 in.) (45 deg.)	Ea	2	\$800.00	\$1,600.00	\$818.14	\$1,636.28	\$600.00	\$1,200.00	\$768.00	\$1,536.00	\$1,450.00	\$2,900.00	\$1,800.00	\$3,600.00	\$390.00	\$780.00	\$446.70	\$893.40	\$750.00	\$1,500.00	\$1,280.00	\$2,560.00	\$775.00	\$1,550.00		
18	Water Main - Bend (12 in.) (90 deg.)	Ea	3	\$900.00	\$2,700.00	\$922.48	\$2,767.44	\$700.00	\$2,100.00	\$797.00	\$2,391.00	\$2,450.00	\$7,350.00	\$1,400.00	\$4,200.00	\$500.00	\$1,500.00	\$481.32	\$1,443.96	\$800.00	\$2,400.00	\$1,500.00	\$4,500.00	\$800.00	\$2,400.00		
19	Driveways - Gravel	Sq Yd	314	\$8.00	\$2,512.00	\$8.30	\$2,606.20	\$14.00	\$4,396.00	\$12.50	\$3,925.00	\$31.00	\$9,734.00	\$7.50	\$2,355.00	\$6.00	\$1,884.00	\$12.44	\$3,906.16	\$10.00	\$3,140.00	\$16.10	\$5,055.40	\$10.00	\$3,140.00		
20	Driveways - Concrete	Sq Yd	79	\$52.74	\$4,166.46	\$68.96	\$5,447.84	\$100.00	\$7,900.00	\$45.35	\$3,582.65	\$100.00	\$7,900.00	\$120.00	\$9,480.00	\$110.00	\$8,690.00	\$87.11	\$6,881.69	\$85.00	\$6,715.00	\$106.90	\$8,445.10	\$85.00	\$6,715.00		
21	Driveways - Asphalt	Sq Yd	36	\$19.26	\$693.36	\$161.96	\$5,830.56	\$95.00	\$3,420.00	\$67.25	\$2,421.00	\$140.00	\$5,040.00	\$226.00	\$8,136.00	\$150.00	\$5,400.00	\$149.64	\$5,387.04	\$200.00	\$7,200.00	\$106.90	\$3,848.40	\$85.00	\$3,060.00		
22	Culvert - 15" CMP	Ln Ft	32	\$30.00	\$960.00	\$47.62	\$1,523.84	\$88.00	\$2,816.00	\$90.40	\$2,892.80	\$40.00	\$1,280.00	\$49.00	\$1,568.00	\$35.00	\$1,120.00	\$51.52	\$1,648.64	\$80.00	\$2,560.00	\$128.30	\$4,105.60	\$80.00	\$2,560.00		
23	Culvert - 36" CMP	Ln Ft	20	\$50.00	\$1,000.00	\$79.49	\$1,589.80	\$140.00	\$2,800.00	\$131.95	\$2,639.00	\$80.00	\$1,600.00	\$107.00	\$2,140.00	\$65.00	\$1,300.00	\$118.06	\$2,361.20	\$140.00	\$2,800.00	\$427.60	\$8,552.00	\$125.00	\$2,500.00		
24	Remove/Replace Barbed Wire Fence	Ln Ft	24	\$9.50	\$228.00	\$18.67	\$448.08	\$25.00	\$600.00	\$9.20	\$220.80	\$20.00	\$480.00	\$18.00	\$432.00	\$12.00	\$288.00	\$24.57	\$589.68	\$50.00	\$1,200.00	\$106.90	\$2,565.60	\$12.00	\$288.00		
25	Remove Barbed Wire Fence/Replace with 2-Strand Woven Wire Fence	Ln Ft	663	\$1.50	\$994.50	\$18.76	\$12,437.88	\$25.00	\$16,575.00	\$12.60	\$8,353.80	\$24.00	\$15,912.00	\$15.00	\$9,945.00	\$15.00	\$9,945.00	\$16.75	\$11,105.25	\$12.00	\$7,956.00	\$48.10	\$31,890.30	\$9.00	\$5,967.00		
26	Remove/Replace Wood Fence	Ln Ft	96	\$16.00	\$1,536.00	\$38.15	\$3,662.40	\$40.00	\$3,840.00	\$27.15	\$2,606.40	\$80.00	\$7,680.00	\$21.00	\$2,016.00	\$40.00	\$3,840.00	\$31.27	\$3,001.92	\$36.00	\$3,456.00	\$106.90	\$10,262.40	\$55.00	\$5,280.00		
27	Install Temporary Fence as Needed	Ln Ft	120	\$8.00	\$960.00	\$14.14	\$1,696.80	\$20.00	\$2,400.00	\$8.10	\$972.00	\$20.00	\$2,400.00	\$5.00	\$600.00	\$5.00	\$600.00	\$3.35	\$402.00	\$6.00	\$720.00	\$32.10	\$3,852.00	\$8.00	\$960.00		
28	Remove Barbed Wire Fence	Ln Ft	3341	\$0.85	\$2,839.85	\$2.26	\$7,550.66	\$4.00	\$13,364.00	\$3.60	\$12,027.60	\$3.00	\$10,023.00	\$1.00	\$3,341.00	\$0.25	\$835.25	\$2.23	\$7,450.43	\$1.00	\$3,341.00	\$5.30	\$17,707.30	\$1.00	\$3,341.00		
29	Pavement	Sq Yd	31	\$24.48	\$758.88	\$161.85	\$5,017.35	\$95.00	\$2,945.00	\$67.25	\$2,084.75	\$140.00	\$4,340.00	\$203.00	\$6,293.00	\$125.00	\$3,875.00	\$186.50	\$5,781.50	\$200.00	\$6,200.00	\$106.90	\$3,313.90	\$145.00	\$4,495.00		
30	Seeding	Ln Ft	8703	\$1.68	\$14,621.04	\$1.94	\$16,883.82	\$1.50	\$13,054.50	\$3.60	\$31,330.80	\$1.25	\$10,878.75	\$3.95	\$34,376.85	\$1.10	\$9,573.30	\$1.03	\$8,964.09	\$3.00	\$26,109.00	\$2.15	\$18,711.45	\$1.00	\$8,703.00		
31	Erosion Control	LS	1	\$35,740.33	\$35,740.33	\$12,953.67	\$12,953.67	\$5,000.00	\$5,000.00	\$15,750.00	\$15,750.00	\$16,500.00	\$16,500.00	\$36,000.00	\$36,000.00	\$18,000.00	\$18,000.00	\$52,677.51	\$52,677.51	\$15,000.00	\$15,000.00	\$8,550.00	\$8,550.00	\$50,000.00	\$50,000.00		
32	Traffic Control	LS	1	\$35,740.33	\$35,740.33	\$4,221.16	\$4,221.16	\$7,500.00	\$7,500.00	\$6,825.00	\$6,825.00	\$12,500.00	\$12,500.00	\$1,900.00	\$1,900.00	\$2,500.00	\$2,500.00	\$16,751.38	\$16,751.38	\$15,000.00	\$15,000.00	\$8,550.00	\$8,550.00	\$7,500.00	\$7,500.00		
					\$1,162,920.63		\$623,225.18		\$636,860.50		\$684,161.80		\$704,172.75		\$716,974.85		\$756,105.55		\$806,221.70		\$825,507.00		\$918,467.85		\$959,197.00		\$0.00

## Packet Information

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**File #:** TMP-0580, **Version:** 1

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (curb) FOR THE CURB REPAIR 17/18 PROGRAM TO PHOENIX CONCRETE & UNDERGROUND L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,572,051.54. (PWC 7/18/17)

Issue/Request:

[Enter text here]

Key Issues:

- The annual Curb Program replaces damaged and deteriorated curb on streets scheduled for overlay in the following fiscal year
  
- The annual Curb Program updates sidewalk approaches to current specifications required by Federal Americans with Disability Act (A.D.A.).

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (curb) FOR THE CURB REPAIR 17/18 PROGRAM TO PHOENIX CONCRETE & UNDERGROUND L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,572,051.54.

Background:

Much of the curb and gutter placed in the KC Metro between 1985 and 2005 was installed using local limestone aggregate that was of poor quality because it was relatively soft compared previous sources of rock. The aggregate still met local specifications, and worked well for buildings, foundations and most structures. However, when used for paving, curb, or sidewalks, the aggregate was prone to fail within 10 years. The frequent and harsh freeze-thaw cycling, combined with wet conditions, accelerated the concrete failure process "D-cracking" that disintegrates concrete from the inside out. The soft limestone absorbs water, then the water freeze; it expands and cracks the rock from the inside out. This process took several years to surface, and then time for the concrete industry, builders, adopting new codes, etc.

The purpose of the annual Curb Repair Program is to replace deteriorating curb and gutter on streets that are scheduled to be part of the City Overlay Program in the following fiscal year. This year's Curb Repair Program will be focused in residential neighborhoods and will replace 61,551 lineal feet of curb and includes the renovation of 109 sidewalk ramps to comply with Americans with Disabilities Act.

Impact/Analysis:

Timeline:

Start: September 2017

Finish: December 2017

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 324-17/18 (curb), Curb Repair 17/18 on June 9, 2017. This project's Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. 3 Plan Rooms and 4 Contractors downloaded bid documents. A Pre-Bid conference was held June 20, 2017. No company attended the Pre-Bid Conference. Two (2) bids were received by the June 30, 2017 bid opening date. The bids were evaluated, and City staff determined Phoenix Concrete & Underground L.L.C. to be the lowest and best responsive bidder.

Presenter: Vince Schmoeger, Project Manager

Recommendation:

Staff Recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (curb) FOR THE CURB REPAIR 17/18 PROGRAM TO PHOENIX CONCRETE & UNDERGROUND L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,572,051.54.

Committee Recommendation:

BILL NO.

ORDINANCE NO.

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (curb) FOR THE CURB REPAIR 17/18 PROGRAM TO PHOENIX CONCRETE & UNDERGROUND L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,572,051.54.

WHEREAS, curb replacement includes, but is not limited to, removal and replacement of concrete curb and gutter, concrete sidewalks, driveway approaches, and placement of ADA compliant curb ramps; and

WHEREAS, the annual Curb program is focused on streets scheduled for an overlay the following fiscal year; and

WHEREAS, the City publicly advertised an invitation to bid this project; and

WHEREAS, Phoenix Concrete & Underground L.L.C. was found to be the lowest and best responsible bidder.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the award of Bid No. 324-17/18 (curb) for the Curb Repair 17/18 Program, to Phoenix Concrete & Underground L.L.C in the amount of \$1,572,051.54.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution by the City Manager of an agreement with Phoenix Concrete & Underground L.L.C for services contained in Bid No. 324-17/18, generally for the Curb Repair 17/18 Program, in the amount of \$1,572,051.54, said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes, Chief Council of Infrastructure and Planning  
Office of the City Attorney

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



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**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Lee's Summit, Missouri ("Owner") and  
Phoenix Concrete & Underground, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal and replacement of concrete curb and gutter, concrete sidewalks and multi-use trails, driveway approaches, placement of ADA compliant curb ramps, removal of asphalt pavement, provide traffic control, restore landscaping, asphalt patching and other subsidiary work as specified herein, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the work.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project No. 324-17/18 (curb)  
Curb Repair 17/18

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by the City of Lee's Summit Public Works Department (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120

days after the date when the Contract Times commence to run. Refer to Paragraph 1.02 of the General Conditions for the definition of a Day.

#### 4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,225 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Total Bid Price
1	Curb & Gutter (remove & replace)	LF	61,551	\$ 20.72	\$ 1,275,336.72
2	Driveway (remove & replace)	SF	2,462	\$ 8.80	\$ 21,665.60
3	Multi-Use Path (6 inch) (remove & replace)	SF	6,756	\$ 7.97	\$ 53,845.32
4	Sidewalks (4 inch) (remove & replace)	SF	13,140	\$ 7.32	\$ 96,184.80
5	Sidewalk Ramp Type A	EA	50	\$ 1,151.22	\$ 57,561.00
6	Sidewalk Ramp Type B	EA	2	\$ 1,802.21	\$ 3,604.42
7	Sidewalk Ramp Type M	EA	57	\$ 1,120.24	\$ 63,853.68
<b>Total of All Bid Prices (Unit Price Work)</b>				<b>\$ 1,572,051.54</b>	

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

## **ARTICLE 5 – PAYMENT PROCEDURES**

### *5.01 Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

### *5.02 Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. 95 percent of Work completed (with the balance being retainage); and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### *5.03 Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 6 – INTEREST

6.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057.

## ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8 – CONTRACT DOCUMENTS**

### 8.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Performance bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 3. Payment bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 4. General Conditions (pages 1 to 66, inclusive).
  - 5. Supplementary Conditions (pages 1 to 5, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings and Details consisting of \_\_\_ sheets as listed in the table of contents of the Project Manual.
  - 8. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **9.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **9.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **9.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **9.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Lee's Summit, Missouri \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Stephen A. Arbo \_\_\_\_\_

\_\_\_\_\_

Title: City Manager \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Approved as to Form: \_\_\_\_\_

Attest: \_\_\_\_\_

Nancy K. Yendes \_\_\_\_\_

\_\_\_\_\_

Title: Chief Council I&P \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

220 SE Green Street \_\_\_\_\_

\_\_\_\_\_

Lee's Summit, MO 64063 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

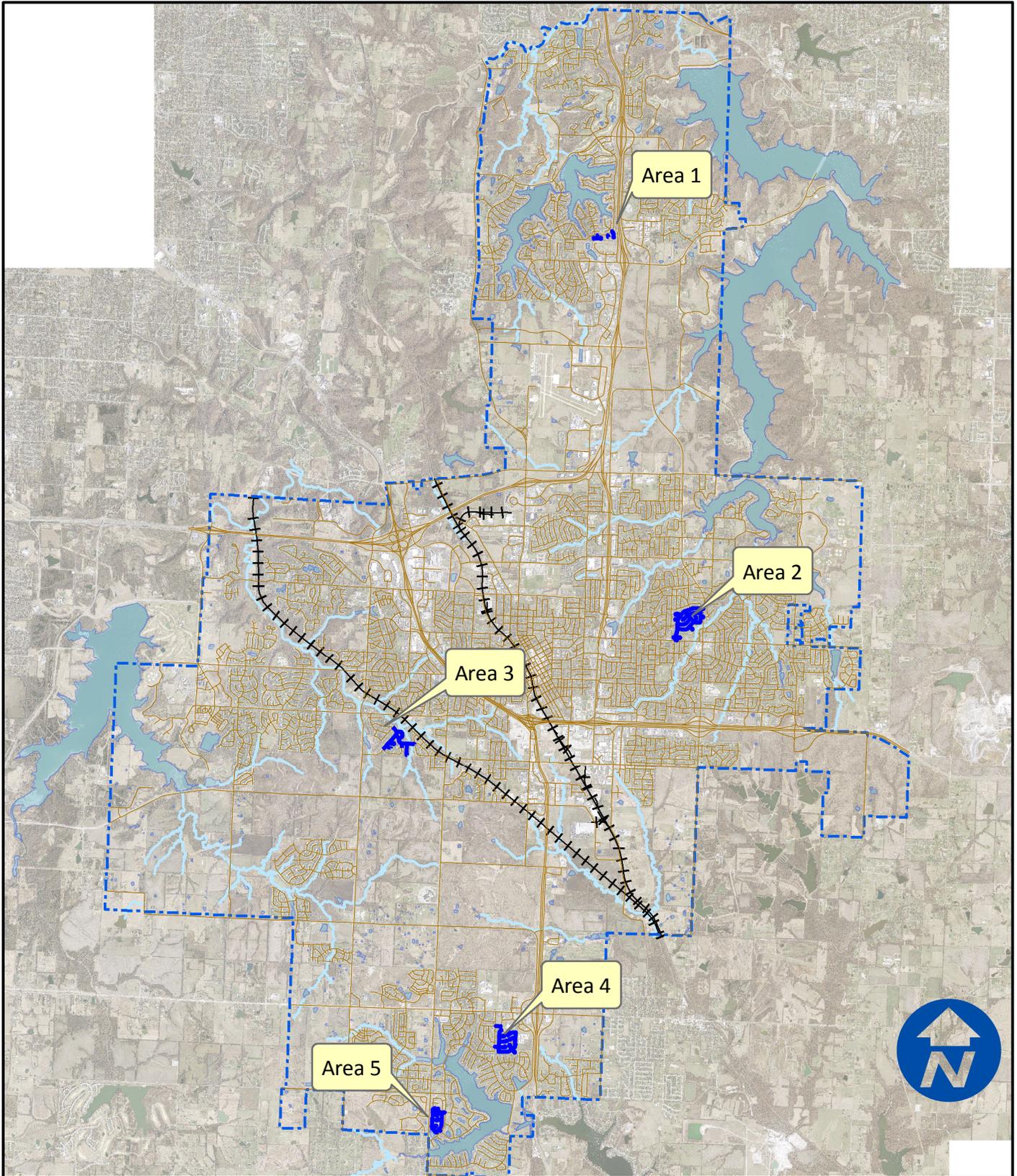
\_\_\_\_\_

**Curb Repair 17/18**

		Curb LF	Ramps EA			Sidewalk SF	Driveway Residential SF	Multi-Use Trail (SF)
			A	B	M			
Area 1	Southpointe @ Lakewood	3,000	8	0	2	660	120	
Area 2	Bordner	21,471	18	0	14	3,680	858.84	
Area 3	Crossings	11,000	4	0	4	960	440	
Area 4	Cheddington	13,600	11	0	17	3,600	544	
Area 5	Fountains @ Raintree	12,480	9	2	20	4,240	499.2	
Area 6	Ward Rd - Trail							6756
		<b>61,551</b>	<b>50</b>	<b>2</b>	<b>57</b>	<b>13,140</b>	<b>2,462</b>	<b>6,756</b>

# City of Lee's Summit

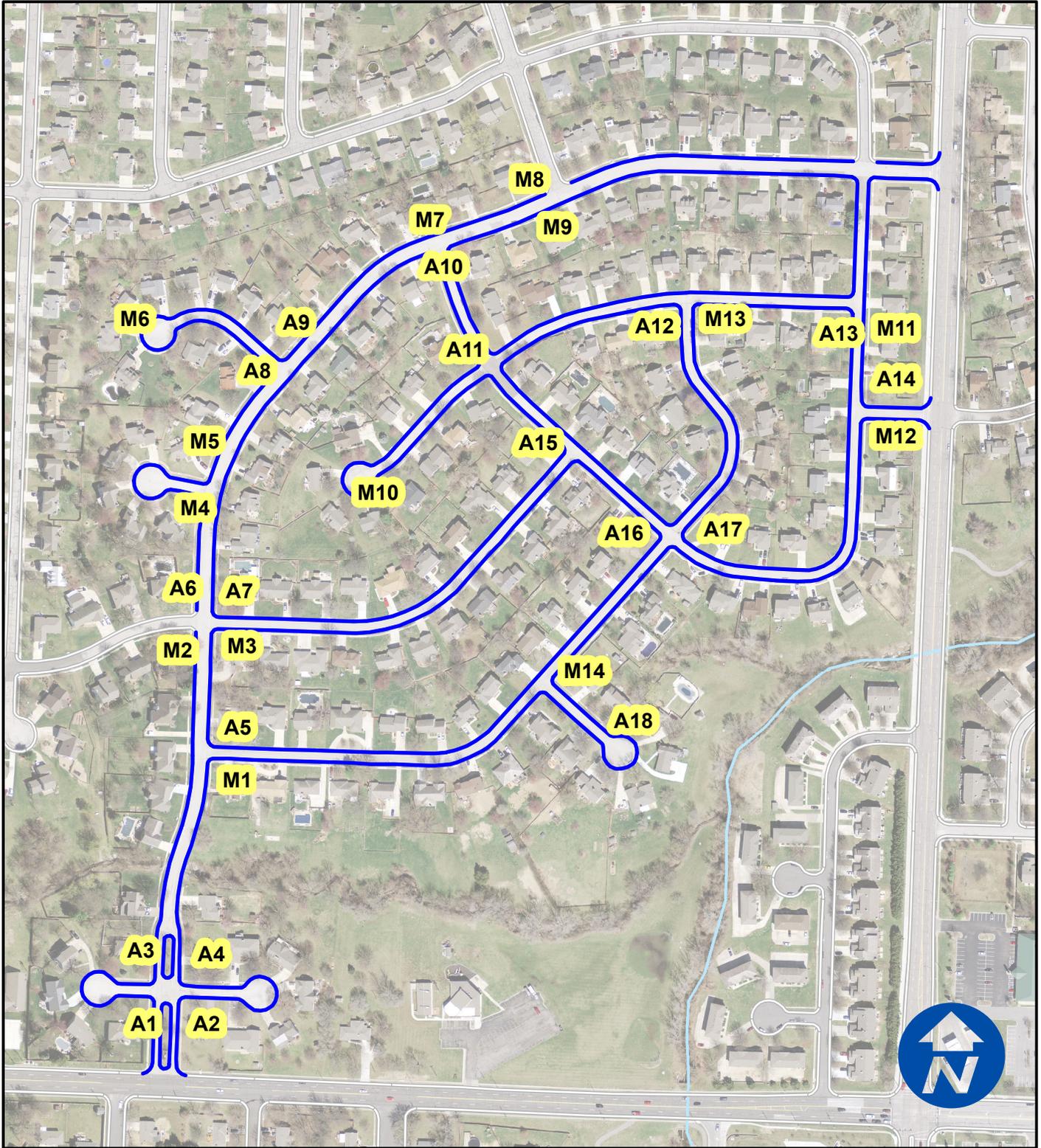
## Curb Repair 17/18 Proj NO. 324-17/18 (Curb)



**Overview**



# City of Lee's Summit Curb Repair 17/18 Proj. NO 324-17/18 (Curb)



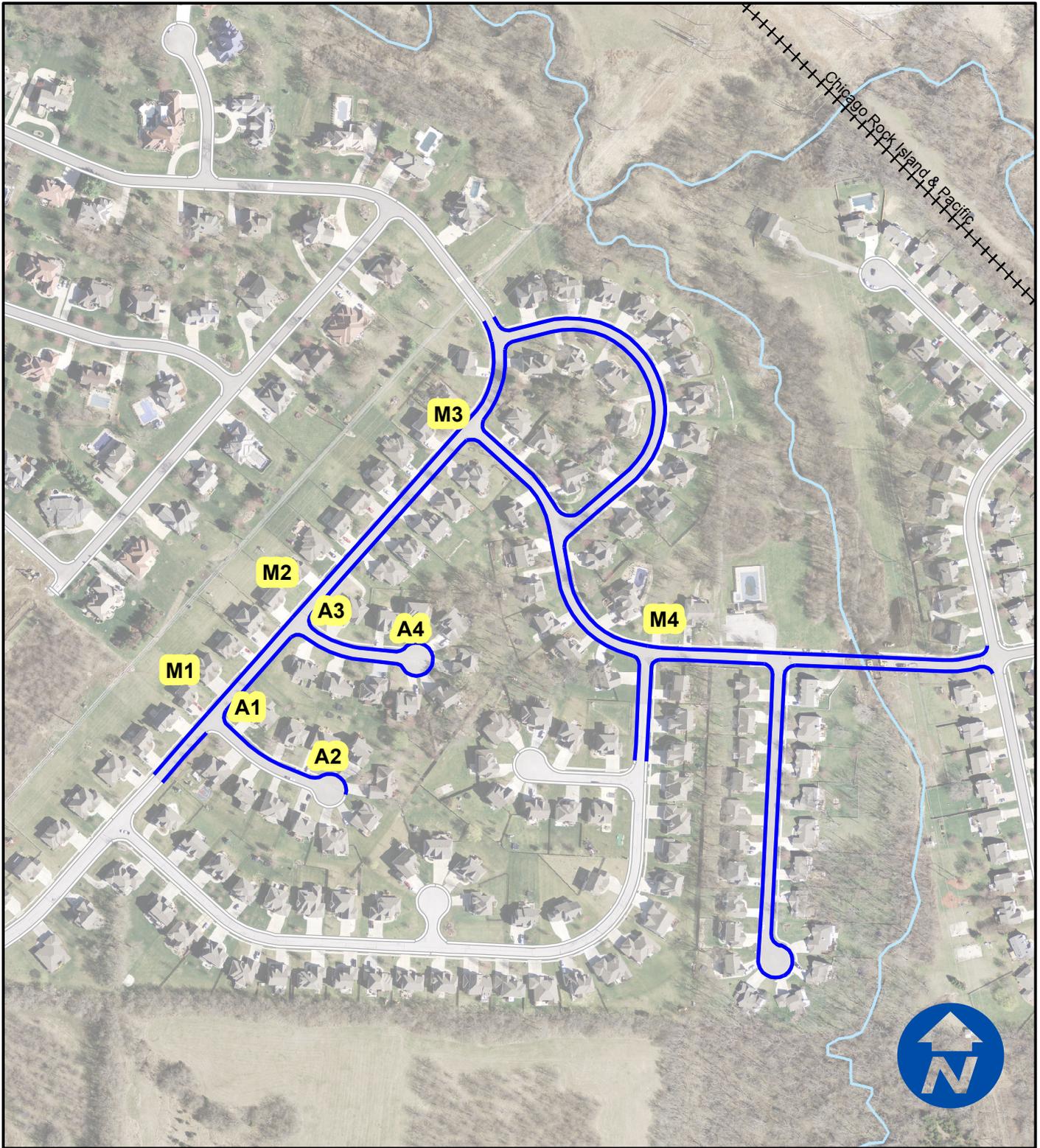
## Area 2 - Bordner

**A#** Type A Sidewalk Ramp

**B#** Type B Sidewalk Ramp

**M#** Type A Sidewalk Ramp

# City of Lee's Summit Curb Repair 17/18 Proj. NO 324-17/18 (Curb)



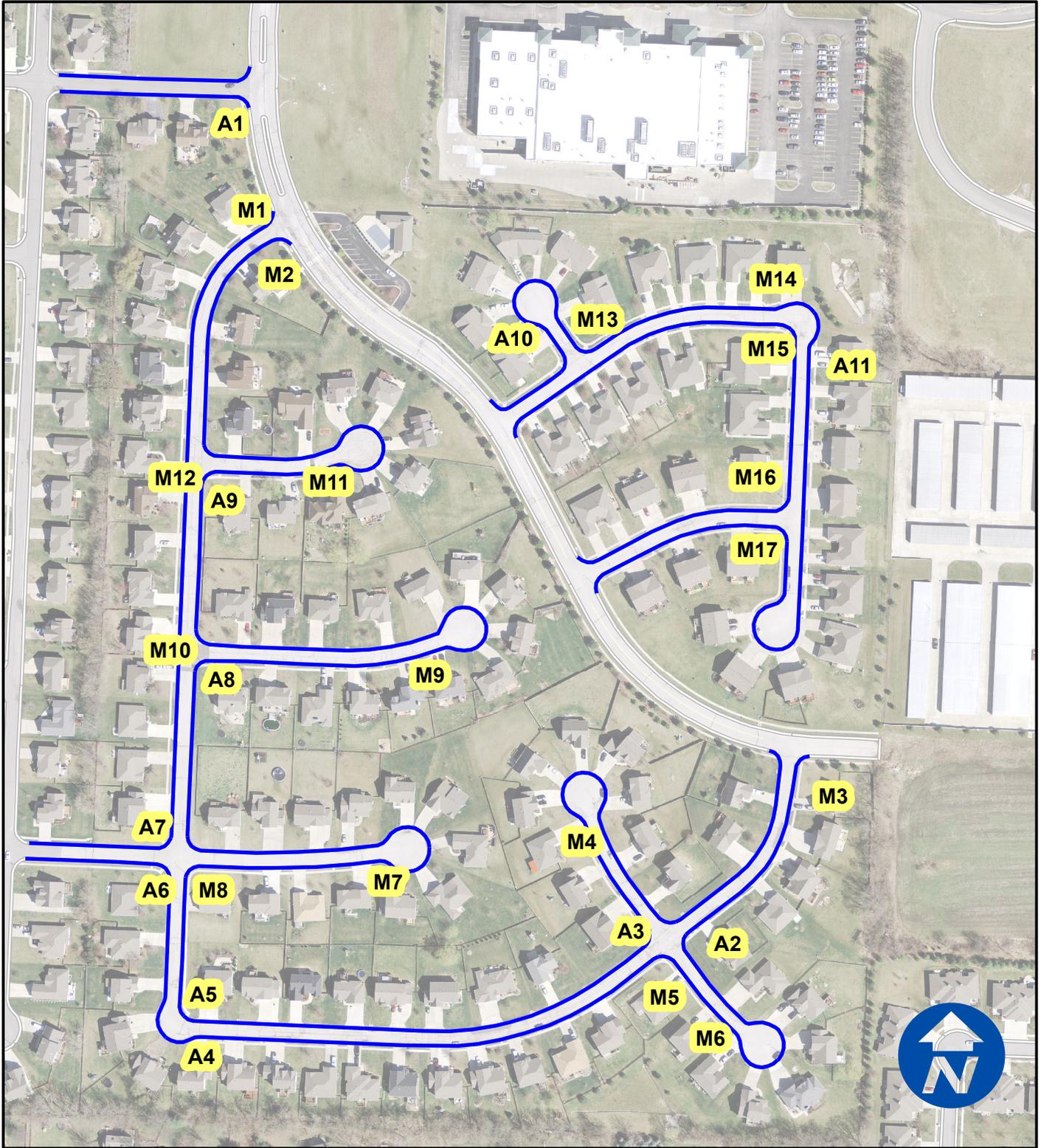
## Area 3 - Crossings

**A#** Type A Sidewalk Ramp

**B#** Type B Sidewalk Ramp

**M#** Type A Sidewalk Ramp

# City of Lee's Summit Curb Repair 17/18 Proj. NO 324-17/18 (Curb)



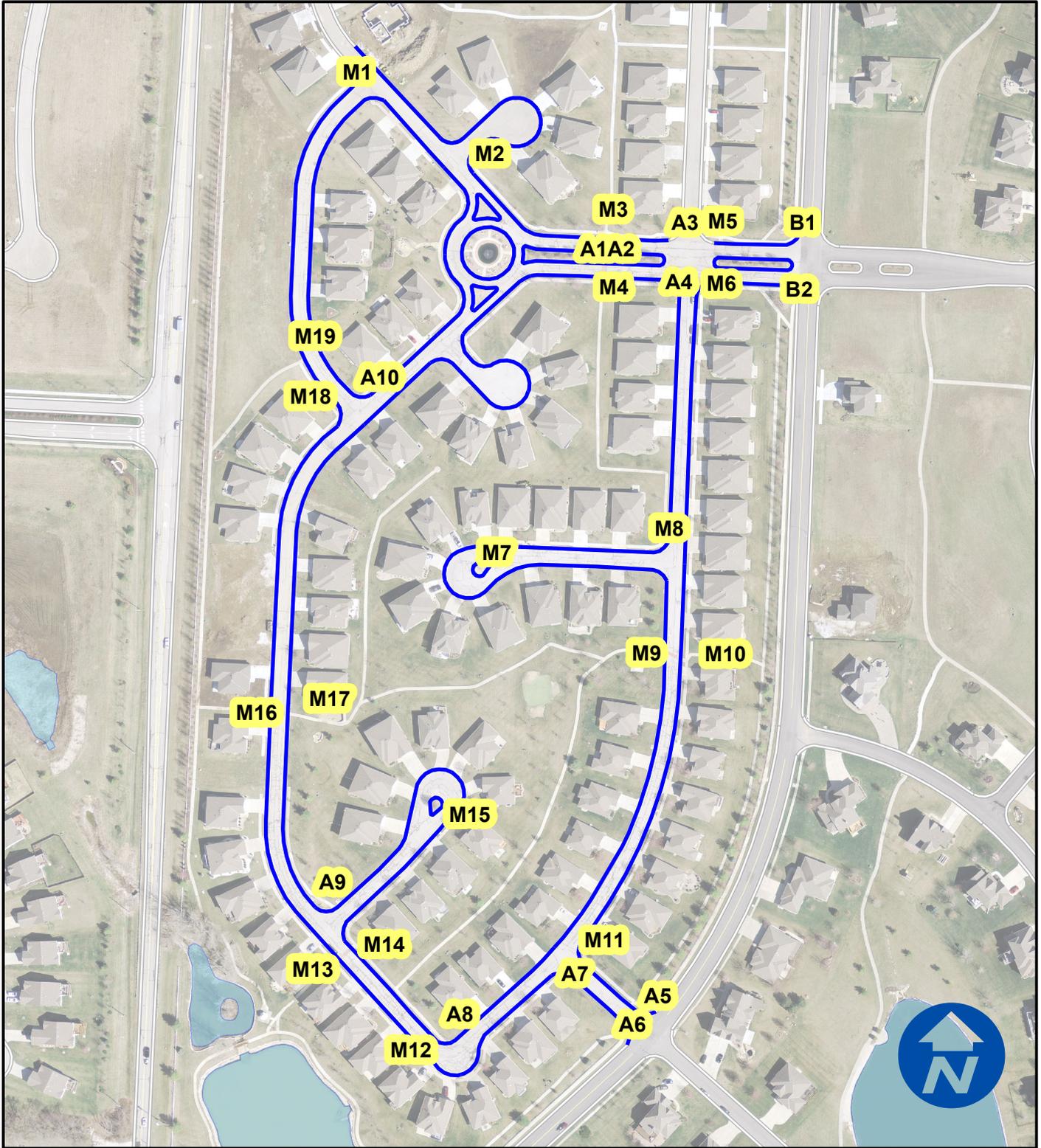
## Area 4 - Cheddington

**A#** Type A Sidewalk Ramp

**B#** Type B Sidewalk Ramp

**M#** Type A Sidewalk Ramp

# City of Lee's Summit Curb Repair 17/18 Proj. NO 324-17/18 (Curb)



**A#** Type A Sidewalk Ramp

**B#** Type B Sidewalk Ramp

**M#** Type A Sidewalk Ramp

## Area 5 - Fountains

Bid Opening  
 Bid No.324-17/18 (curb) Curb Repair 17/18

Curb Repair 17/18 (#5150272)  
 Owner: City of Lee's Summit  
 Solicitor: City of Lee's Summit  
 06/30/2017 01:00 PM CDT

**UNOFFICIAL**

Line Item	Item Description	UofM	Quantity	Engineer Estimate		Phoenix Concrete & Underground		Freeman Concrete Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Curb & Gutter (remove & replace)	LF	61551	\$21.20	\$1,304,881.20	\$20.72	\$1,275,336.72	\$21.30	\$1,311,036.30
2	Driveway - Residential (remove & replace)	SF	2462	\$13.30	\$32,744.60	\$8.80	\$21,665.60	\$10.40	\$25,604.80
3	Multi-Use Path (remove & replace)	SF	6756	\$9.00	\$60,804.00	\$7.97	\$53,845.32	\$6.50	\$43,914.00
4	Sidewalks (4 inch) (remove & replace)	SF	13140	\$6.50	\$85,410.00	\$7.32	\$96,184.80	\$6.80	\$89,352.00
5	Sidewalk Ramp Type A	EA	50	\$1,343.00	\$67,150.00	\$1,151.22	\$57,561.00	\$1,336.00	\$66,800.00
6	Sidewalk Ramp Type B	EA	2	\$1,652.00	\$3,304.00	\$1,802.21	\$3,604.42	\$1,620.00	\$3,240.00
7	Sidewalk Ramp Type M	EA	57	\$1,379.00	\$78,603.00	\$1,120.24	\$63,853.68	\$1,372.00	\$78,204.00
<b>Bid Total:</b>					<b>\$1,632,896.80</b>		<b>\$1,572,051.54</b>		<b>\$1,618,151.10</b>

Bids Opened By: Vince Schmoeger, Tyler Sonne

## Packet Information

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**File #:** TMP-0581, **Version:** 1

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 FOR THE CRACK SEAL 17/18 PROGRAM TO SCODELLER CONSTRUCTION INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO TO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$197,400.00. (PWC 7/18/17)

Issue/Request:

Key Issues:

- Pavement crack sealing is a vital part of the City's Pavement Maintenance Program. Sealing cracks greater than 1/8" protects the pavement sub-grade from excessive moisture
- Timely application of the correct type of maintenance has been shown to extend the life of a pavement system
- Crack sealing reduces risk of potholes forming, thus reducing other maintenance costs

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (crack seal) FOR THE CRACK SEAL 17/18 PROGRAM TO SCODELLER CONSTRUCTION INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO TO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$197,400.00.

Background:

The Crack Seal Program is a pavement preservation process performed annually to protect the integrity of street pavements, thus extending the life expectancy of the pavement surfaces. This practice is similar to caulking seams on a house to prevent water infiltration. Crack sealing reduces the amount of surface water that penetrates the pavement, which undermines and deteriorates the road base. Crack sealing keeps water from further damaging the roadways and helps limit future pot holes and pavement failures. To achieve the greatest benefit, crack seal must be placed on sound pavement.

Impact/Analysis:

Timeline:

Start: September 2017  
Finish: December 2017

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 324-17/18, Crack Seal 17/18 on June 9, 2017. This project's

Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. 3 Plans Rooms and 4 Contractors downloaded bid documents. A Pre-Bid conference was held June 20, 2017. Three (3) companies attended the Pre-Bid Conference. Four (4) bids were received by the June 30, 2017 bid opening date. The bids were evaluated, and City staff determined Scodeller Construction, Inc. to be the lowest and most responsible bidder.

Presenter: Vince Schmoeger, Project Manager

Recommendation:

Staff recommends approval AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (crack seal) FOR THE CRACK SEAL 17/18 PROGRAM TO SCODELLER CONSTRUCTION INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO TO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$197,400.00.

Committee Recommendation:

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (crack seal) FOR THE CRACK SEAL 17/18 PROGRAM TO SCODELLER CONSTRUCTION INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO TO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$197,400.00.

WHEREAS, crack seal includes, but is not limited to, Installing approximately 140,000 pounds of crack sealant to streets, provide proper traffic control and associated incidental work as needed,

WHEREAS, timely application of the correct type of maintenance has been shown to extend the life of a pavement system; and,

WHEREAS, crack sealing minimizes the probability of potholes by sealing cracks greater than 1/8", protecting the pavement sub-grade from excessive moisture; and,

WHEREAS, the City received FOUR (4) bids for this project; and,

WHEREAS, Scodeller Construction, Inc. was found to be the lowest and most responsible bidder.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit, Missouri, hereby authorizes the award of bid no. 324-17/18 (crack seal) for the Crack Seal Program 17/18 to Scodeller Construction, Inc. in the amount of \$197,400.00.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager, of an agreement with Scodeller Construction, Inc. for the services contained in bid no. 324-17/18 (crack seal), generally for the Crack Seal 17/18 Program, in an amount of \$197,400.00. said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of

\_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes  
Chief Council I&P

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Lee's Summit, Missouri ("Owner") and  
Scodeller Construction, Inc ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Install 140,000 pounds of crack sealant to streets, provide proper traffic control and other associated incidental work as needed, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the work.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project No. 324-17/18 (crack seal)  
Crack Seal 17/18

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by the City of Lee's Summit Public Works Department (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General

Conditions within 120 days after the date when the Contract Times commence to run. Refer to Paragraph 1.02 of the General Conditions for the definition of a Day.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$475 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney’s fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner’s personnel.

**ARTICLE 5 – CONTRACT PRICE**

5.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Total Bid Price
1	CRACK SEAL (provide and install)	Pounds	140,000	\$ 1.41	\$ 197,400.00
<b>Total of all Bid Prices (Unit Price Work)</b>					

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

## ARTICLE 5 – PAYMENT PROCEDURES

### 5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

### 5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 6 – INTEREST

- 6.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057.

## ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 – CONTRACT DOCUMENTS

### 8.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to \_\_, inclusive).
  2. Performance bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
  3. Payment bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
  4. General Conditions (pages 1 to 66, inclusive).
  5. Supplementary Conditions (pages 1 to 5, inclusive).
  6. Specifications as listed in the table of contents of the Project Manual.
  7. Drawings and Details consisting of 31 sheets as listed in the table of contents of the Project Manual.
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## ARTICLE 9 – MISCELLANEOUS

### 9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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### 9.04 *Severability*

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  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Lee's Summit, Missouri \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Stephen A. Arbo \_\_\_\_\_

\_\_\_\_\_

Title: City Manager \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Approved as to Form: \_\_\_\_\_

Attest: \_\_\_\_\_

Nancy K. Yendes \_\_\_\_\_

\_\_\_\_\_

Title: Chief Council I&P \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

220 SE Green Street \_\_\_\_\_

\_\_\_\_\_

Lee's Summit, MO 64063 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

\_\_\_\_\_

Area Number	STREET NAME	FROM STREET	TO STREET	WIDTH	LENGTH	SQ YDS	TOTAL SQ YDS
1	NE KENSINGTON DR	NE DEVON DR	NE LAKEWOOD WAY	42	430	2,007	8,441
1	NE KENSINGTON DR	END OF STREET	NE DEVON DR	24	1170	3,120	
1	NE DEVON DR	NE KENSINGTON DR	NE KENSINGTON DR	24	1243	3,315	
2	NW PLANTATION DR	NW ANDERSON DR	NW PLANTATION LN	32	473	1,682	15,215
2	NW PLANTATION DR	NW PLANTATION LN	NW PLANTATION LN	24	386	1,029	
2	NW PLANTATION LN	NW PLANTATION DR	NW PLANTATION DR	24	1458	3,888	
2	NW PLANTATION CIR	NW PLANTATION LN	END OF STREET	24	178	475	
2	NW SUNRISE MEADOW CIR	NW ANDERSON DR	END OF STREET	24	595	1,587	
2	NW MOONLIGHT MEADOW CT	NW ANDERSON DR	END OF STREET	24	589	1,571	
2	NW SUNRISE MEADOW LN	NW ANDERSON DR	NW MOONLIGHT MEADOW D	24	741	1,976	
2	NW MOONLIGHT MEADOW DR	NW ANDERSON DR	END OF STREET	24	1128	3,008	
3	NW BIRKDALE CT	NW LAKEWOOD BLVD	END OF STREET	24	485	1,293	
3	NW BIRKDALE PL	NW BIRKDALE CT	END OF STREET	24	124	331	
3	NW BRAMBLE TRL	NW LAKEWOOD BLVD	NW BRAMBLE TRL	36	390	1,560	
3	NW BRAMBLE TRL	NW BRAMBLE TRAIL CT	NW BRAMBLE TRAIL CT	24	1772	4,725	
3	NW BRAMBLE TRAIL CT	NW BRAMBLE TRL	END OF STREET	24	99	264	
3	NW BRAMBLE TRL	NW BRAMBLE TRAIL CT	NW BRAMBLE TRL	24	31	83	
3	NW POPLAR ST	NW LAKE DR	WEST CITY LIMITS	24	1137	3,032	
3	NW HONEYSUCKLE ST	NW POPLAR ST	END OF STREET	24	194	517	
3	NW LOBO CT	NW POPLAR ST	END OF STREET	24	285	760	
4	NE EDMONSON CIR	END OF STREET	NE FAIRWAY HOMES DR	24	419	1,117	34,584
4	NE JACQUES CIR	END OF STREET	NE DICK HOWSER DR	24	156	416	
4	NE DICK HOWSER CT	NE DICK HOWSER DR	NE DICK HOWSER DR	24	220	587	
4	NE DICK HOWSER CT	NE DICK HOWSER CT	END OF STREET	24	225	600	
4	NE DICK HOWSER CT	NE DICK HOWSER CT	END OF STREET	24	225	600	
4	NE EDMONSON CT	NE FAIRWAY HOMES DR	END OF STREET	24	990	2,640	
4	NE TREMONT CIR	END OF STREET	NE EDMONSON CT	24	338	901	
4	NE TREMONT CT	NE EDMONSON CT	END OF STREET	24	622	1,659	
4	NE COURTNEY DR	NE DICK HOWSER DR	END OF STREET	24	2339	6,237	
4	NE WALNUT RDG	NE RUSHBROOK DR	NE COURTNEY DR	24	880	2,347	
4	NE RUSHBROOK DR	NE COURTNEY DR	END OF STREET	24	2089	5,571	
4	NE RUSHBROOK PL	NE RUSHBROOK DR	END OF STREET	24	180	480	
4	NE RUSHBROOK CT	NE RUSHBROOK DR	END OF STREET	24	150	400	
4	NE MAPLEGATE DR	NE DICK HOWSER DR	END OF STREET	24	2149	5,731	
4	NE MAPLEGATE CT	NE MAPLEGATE DR	END OF STREET	24	259	691	
4	NE ASHMONT PL	NE MAPLEGATE DR	END OF STREET	24	298	795	
4	NE ASHMONT PL	NE MAPLEGATE DR	END OF STREET	24	124	331	
4	NE PLUMBROOK PL	NE MAPLEGATE DR	END OF STREET	24	274	731	
4	NE PLUMBROOK PL	NE MAPLEGATE DR	END OF STREET	24	343	915	
4	NE SILVERLEAF PL	NE MAPLEGATE DR	END OF STREET	24	348	928	
4	NE SILVERLEAF PL	NE MAPLEGATE DR	END OF STREET	24	341	909	
5	NE BITTERSWEET DR	NE DICK HOWSER DR	NE THORNBERRY PL	24	685	1,827	6,995
5	NE THORNBERRY PL	NE BITTERSWEET DR	NE CRIMSON DR	24	560	1,493	
5	NE CRIMSON DR	NE THORNBERRY PL	NE DICK HOWSER DR	24	648	1,728	
5	NE WILD ROSE LN	NE BITTERSWEET DR	NE CRIMSON DR	24	545	1,453	
5	NE WILD ROSE CT	NE WILD ROSE LN	END OF STREET	24	185	493	
6	NE BEECHWOOD DR	NE GREGORY BLVD	NE WOODS CHAPEL RD	24	211	563	39,780
6	NE BEECHWOOD DR	NE WOODS CHAPEL RD	NE WOOD GLEN LN	32	560	1,991	
6	NE WOODS CHAPEL RD	END OF STREET	NE SEQUOIA ST	24	916	2,443	
6	NE SEQUOIA ST	NE WOODS CHAPEL RD	END OF STREET	24	629	1,677	
6	NE COVE DR	NE BEECHWOOD DR	END OF STREET	24	456	1,216	
6	NE CLEARBROOK DR	NE COVE DR	NE WOOD GLEN LN	24	543	1,448	
6	NE WOOD GLEN LN	END OF STREET	NE BEECHWOOD DR	24	538	1,435	
6	NE WOOD GLEN LN	NE BEECHWOOD DR	NE SHOREVIEW DR	32	752	2,674	
6	NE SHOREVIEW DR	NE CHANNEL DR	NE EDGEWATER DR	32	1510	5,369	
6	NE SHOREVIEW DR	NE EDGEWATER DR	NE BAYVIEW DR	24	1151	3,069	
6	NE EDGEWATER DR	NE BAYVIEW DR	NE SHOREVIEW DR	24	2116	5,643	
6	NE EDGEWATER CT	END OF STREET	NE EDGEWATER DR	24	489	1,304	
6	NE BAYVIEW DR	NE CHANNEL DR	END OF STREET	24	2297	6,125	
6	NE WOODRIDGE DR	NE SHOREVIEW DR	END OF STREET	24	1549	4,131	
6	NE SHOREVIEW CT	NE SHOREVIEW DR	END OF STREET	24	260	693	
7	NE COLBERN RD	NE COUNTY PARK RD	E CITY LIMITS	48	9204	49,088	49,088
8	NE TWIN BROOK DR	NE BITTER CREEK RD	NE SWEET WATER DR	24	1889	5,037	16,144
8	NE TWIN BROOK CT	NE TWIN BROOK DR	END OF STREET	24	169	451	
8	NE SILVER SPRING LN	NE TWIN BROOK DR	NE CHIPMAN RD	24	924	2,464	
8	NE SWEET WATER DR	NE TWIN BROOK DR	NE SILVER SPRING LN	24	578	1,541	
8	NE SWEET WATER CIR	NE SILVER SPRING LN	END OF STREET	24	394	1,051	
8	NE SILVER SPRING LN	NE TWIN BROOK DR	NE CHIPMAN RD	24	924	2,464	
8	NE SUNDANCE TRL	NE TWIN BROOK DR	NE SILVER SPRING LN	24	1176	3,136	

Area Number	STREET NAME	FROM STREET	TO STREET	WIDTH	LENGTH	SQ YDS	TOTAL SQ YDS
9	SE WOOD LN	NE LANGSFORD RD	SE SMITH DR	32	222	789	
9	SE WOOD LN	SE SMITH DR	SE JENNIFER DR	24	971	2,589	
9	SE JENNIFER DR	SE WOOD LN	SE MILLSTONE AVE	24	814	2,171	
9	SE GOLDEN LN	SE SMITH DR	SE JENNIFER DR	24	957	2,552	
9	SE HIGHLAND PARK DR	SE SMITH DR	SE JENNIFER DR	24	970	2,587	
9	SE SMITH DR	SE WOOD LN	SE MILLSTONE AVE	24	822	2,192	
							12,880
10	SE WINDSBORO DR	NE LANGSFORD RD	SE SHENANDOAH DR	32	4958	17,628	
10	SE NOTTINGHAM DR	SE BLACKWELL RD	END OF STREET	24	1155	3,080	
10	SE NOTTINGHAM CT	END OF STREET	SE NOTTINGHAM DR	24	551	1,469	
10	SE WINDSBORO CT	SE WINDSBORO DR	END OF STREET	24	600	1,600	
10	SE WILLIAMSBURG DR	SE WINDSBORO DR	SE 5TH TER	24	1655	4,413	
10	SE WILLIAMSBURG CIR	SE WILLIAMSBURG DR	END OF STREET	24	220	587	
10	SE WILLIAMSBURG CT	SE WILLIAMSBURG DR	END OF STREET	24	342	912	
10	SE ALEXANDRIA DR	SE WILLIAMSBURG DR	SE 5TH ST	24	1446	3,856	
10	SE 5TH ST	SE WINDSBORO DR	SE WILLIAMSBURG DR	24	922	2,459	
							36,004
11	NE TIMBERCREEK DR	NE LANGSFORD RD	NE TODD GEORGE PKWY	24	996	2,656	
11	NE TIMBERCREEK CIR	END OF STREET	NE TIMBERCREEK DR	24	131	349	
11	NE TIMBERCREEK CT	END OF STREET	NE TIMBERCREEK DR	24	95	253	
11	SE 3RD ST	SE TODD GEORGE PKWY	SE BATTERY DR	32	2912	10,354	
11	SE GREYSTONE DR	NE LANGSFORD RD	SE TODD GEORGE PKWY	24	2093	5,581	
11	SE KEYSTONE DR	SE FLAGSTONE DR	SE 2ND TER	32	1215	4,320	
11	SE 3RD TER	SE TODD GEORGE PKWY	END OF STREET	24	265	707	
11	SE FLAGSTONE DR	SE KEYSTONE DR	SE TODD GEORGE PKWY	24	2653	7,075	
11	SE JACKSON ST	SE FLAGSTONE DR	SE 5TH ST	24	1423	3,795	
11	SE JACKSON CT	SE JACKSON ST	END OF STREET	24	248	661	
11	SE FLAGSTONE CT	SE FLAGSTONE DR	END OF STREET	24	170	453	
11	SE LANA ST	SE FLAGSTONE DR	SE 5TH ST	24	792	2,112	
11	SE LANA CT	SE LANA ST	END OF STREET	24	230	613	
11	SE ANNETTE ST	SE FLAGSTONE DR	SE 5TH ST	24	792	2,112	
11	SE 2ND TER	SE KEYSTONE DR	SE CRESCENT ST	24	293	781	
11	SE CRESCENT ST	NE LANGSFORD RD	SE 5TH ST	24	2658	7,088	
11	SE BRISTOL DR	NE LANGSFORD RD	SE 5TH ST	24	2657	7,085	
11	SE 2ND TER	SE BRISTOL DR	SE TOPAZ DR	24	469	1,251	
11	SE GEMSTONE CIR	NE LANGSFORD RD	END OF STREET	24	318	848	
11	SE TOPAZ DR	NE LANGSFORD RD	SE 3RD ST	24	1459	3,891	
11	SE TOPAZ CT	SE TOPAZ DR	END OF STREET	24	107	285	
11	SE TOPAZ CIR	SE TOPAZ DR	END OF STREET	24	189	504	
11	SE ONYX DR	SE 3RD ST	SE 5TH ST	24	1162	3,099	
11	SE ONYX CIR	SE ONYX DR	END OF STREET	24	167	445	
11	SE ONYX CT	SE ONYX DR	END OF STREET	24	169	451	
11	SE TOPAZ DR	END OF STREET	SE 5TH ST	24	489	1,304	
11	SE 5TH ST	SE TODD GEORGE PKWY	SE BATTERY DR	24	2789	7,437	
							75,511
12	NE RICE RD	NE LANGSFORD RD	NE COLUMBUS ST	24	1599	4,264	
12	NE COLUMBUS ST	NE RICE RD	END OF STREET	24	600	1,600	
							5,864
13	SE 5TH ST	SE 5TH TER	SE BRENTWOOD DR	24	2392	6,379	
13	SE MELODY LN	SE 3RD TER	END OF STREET	24	2953	7,875	
13	SE WILLOW WAY	SE 3RD TER	SE 5TH ST	24	1057	2,819	
13	SE RIDGEVIEW DR	SE 3RD TER	SE WILLOW WAY	24	922	2,459	
13	SE WESTWIND DR	SE 3RD TER	SE 5TH ST	24	1092	2,912	
13	SE RICHARDSON PL	SE 3RD TER	SE 5TH ST	24	1043	2,781	
13	SE 4TH ST	SE RICHARDSON PL	SE BRENTWOOD DR	24	954	2,544	
13	SE 4TH TER	SE RICHARDSON PL	SE BRENTWOOD DR	24	950	2,533	
13	SE BAYBERRY LN	SE MELODY LN	SE 5TH TER	24	1709	4,557	
13	SE HAMPTON ST	SE BAYBERRY LN	END OF STREET	24	464	1,237	
13	SE KRISTI LN	SE BAYBERRY LN	SE 7TH ST	24	445	1,187	
13	SE 7TH ST	SE KRISTI LN	SE VISTA DR	24	1710	4,560	
13	SE WESTWIND DR	SE BAYBERRY LN	SE 7TH ST	24	605	1,613	
13	SE RICHARDSON PL	SE 5TH ST	SE 7TH ST	24	1767	4,712	
13	SE ADOBE DR	SE 5TH TER	SE 6TH ST	32	539	1,916	
13	SE ADOBE DR	SE 6TH ST	SE 7TH ST	24	926	2,469	
13	SE 6TH ST	SE ADOBE DR	SE VISTA DR	24	736	1,963	
13	SE 6TH TER	SE ADOBE DR	SE BRENTWOOD DR	24	633	1,688	
13	SE VISTA DR	SE 5TH TER	SE BLUE PKWY	32	2608	9,273	
							65,477
14	SE OLDHAM PKWY	SE HAMBLEN RD	SE CENTURY DR	48	1224	6,528	
14	SE OLDHAM PKWY	SE CENTURY DR	SE BROADWAY DR	36	795	3,180	
14	SE OLDHAM PKWY	SE BROADWAY DR	SE RANSON RD	26	4981	14,390	
							24,098

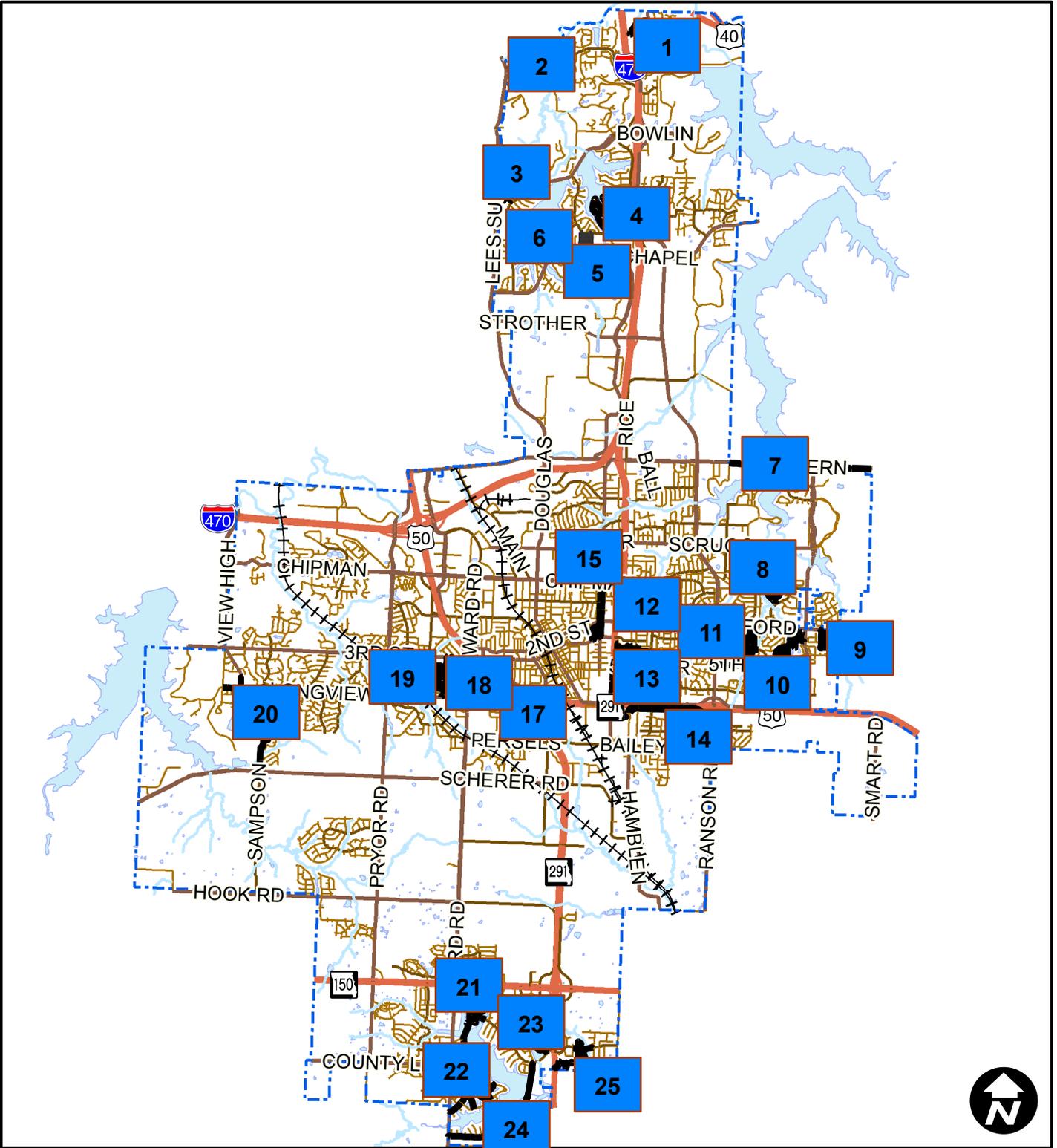
City of Lee's Summit  
Crack Seal 17/18

Area Number	STREET NAME	FROM STREET	TO STREET	WIDTH	LENGTH	SQ YDS	TOTAL SQ YDS
15	NE INDEPENDENCE AVE	NE CHIPMAN RD	NE TUDOR RD	48	2614	13,941	
15	NE INDEPENDENCE AVE	NE COLUMBUS ST	NE CHIPMAN RD	32	2474	8,796	
15	SE INDEPENDENCE AVE	SE 2ND ST	SE 3RD ST	24	999	2,664	
15	SE HIGH ST	SE SUMMIT AVE	SE INDEPENDENCE AVE	24	495	1,320	
15	SE SUMMIT AVE	SE INDEPENDENCE AVE	SE 3RD ST	24	1128	3,008	
							29,730
17	SW BURRY ST	SW OLDHAM PKWY	SW BURRY ST	24	1606	4,283	
17	SW MARRONE DR	SW BURRY ST	SW MABRY ST	24	588	1,568	
17	SW MABRY ST	SW BURRY ST	SW MILL ST	24	475	1,267	
							7,117
18	SW HOKE LN	SW 3RD ST	SW WARD RD	24	2927	7,805	
18	SW 5TH ST	END OF STREET	SW HOKE LN	24	152	405	
18	SW 7TH ST	END OF STREET	SW HOKE LN	24	184	491	
18	SW 8TH ST	SW HOKE LN	END OF STREET	24	449	1,197	
18	SW 8TH ST	SW HOKE LN	END OF STREET	24	538	1,435	
18	SW 8TH CIR	SW 8TH ST	END OF STREET	24	160	427	
18	SW 8TH TER	SW HOKE LN	END OF STREET	24	499	1,331	
18	SW HOKE CT	SW HOKE LN	END OF STREET	24	440	1,173	
18	SW BENJAMIN DR	SW HOKE LN	SW LONGVIEW RD	24	1326	3,536	
18	SW BENJAMIN CIR	SW BENJAMIN DR	END OF STREET	24	105	280	
18	SW BENJAMIN PL	SW BENJAMIN DR	END OF STREET	24	115	307	
							18,387
19	SW MURRAY RD	SW 3RD ST	SW WHITE RIDGE DR	32	1206	4,288	
19	SW WHITE RIDGE DR	SW 3RD ST	SW 6TH ST	32	1166	4,146	
19	SW WHITE RIDGE DR	SW 6TH ST	END OF STREET	24	1324	3,531	
19	SW WHITE RIDGE CT	SW WHITE RIDGE DR	END OF STREET	24	156	416	
19	SW 5TH ST	SW MURRAY RD	END OF STREET	24	1285	3,427	
19	SW 6TH ST	SW WHITE RIDGE DR	SW MURRAY RD	24	809	2,157	
19	SW GULFPORT AVE	SW WHITE RIDGE DR	SW LONGVIEW RD	24	1969	5,251	
19	SW GULFPORT AVE	SW CHARLESTON AVE	SW GULFPORT CIR	24	946	2,523	
19	SW GULFPORT CIR	SW GULFPORT AVE	END OF STREET	24	188	501	
19	SW MONTGOMERY AVE	SW WHITE RIDGE DR	SW 8TH TER	24	936	2,496	
19	SW 8TH TER	SW MURRAY RD	SW CHARLESTON AVE	24	1091	2,909	
							31,644
20	SW LONGVIEW RD	SW PRYOR RD	SW SAMPSON RD	36	7741	30,964	
20	SW LONGVIEW RD	SW SAMPSON RD	SW COUNTY PARK RD	24	2661	7,096	
20	SW SAMPSON RD	SW LONGVIEW RD	SW SCHERER RD	32	4998	17,771	
20	SW SAMPSON RD	1108 SW SAMPSON RD	1120 SW SAMPSON RD	28	270	840	
20	SW 10TH ST	END OF STREET	SW SAMPSON RD	24	234	624	
20	SW 10TH TER	END OF STREET	SW SAMPSON RD	24	208	555	
20	SW 11TH ST	END OF STREET	SW SAMPSON RD	24	445	1,187	
20	SW 12TH TER	SW SAMPSON RD	END OF STREET	24	309	824	
20	SW 13TH ST	SW SAMPSON RD	END OF STREET	24	149	397	
20	SW 13TH ST	END OF STREET	SW SAMPSON RD	24	240	640	
20	SW 13TH TER	END OF STREET	SW SAMPSON RD	24	382	1,019	
20	SW 14TH ST	END OF STREET	SW SAMPSON RD	24	319	851	
							62,767
21	SW REGATTA DR	150 HWY	SW WINDJAMMER DR	48	925	4,933	
21	SW REGATTA DR	SW WINDJAMMER DR	SW RAINTREE DR	32	1403	4,988	
21	SW WINDJAMMER DR	SW REGATTA DR	SW WINDJAMMER CT	24	551	1,469	
21	SW WINDJAMMER CT	SW WINDJAMMER DR	END OF STREET	24	846	2,256	
21	SW WINDSONG DR	SW REGATTA DR	SW WINDJAMMER CT	24	709	1,891	
21	SW LEMANS LN	SW REGATTA DR	SW HARBOR DR	24	1471	3,923	
21	SW HARBOR CIR	SW M 150 HWY	SW HARBOR DR	24	1387	3,699	
21	SW LACROSSE CT	SW HARBOR CIR	END OF STREET	24	227	605	
21	SW HARBOR CT	SW HARBOR DR	END OF STREET	24	159	424	
21	SW WINDSONG DR	SW LEMANS LN	SW REGATTA DR	24	1064	2,837	
21	SW WINDSONG DR	SW WINDSONG CT	SW REGATTA DR	24	206	549	
21	SW WINDSONG CIR	SW WINDSONG DR	END OF STREET	24	461	1,229	
21	SW HARBOR DR	SW HARBOR CT	SW HARBOR CIR	24	2025	5,400	
21	SW LINDEN LN	SW HARBOR DR	SW RAINTREE DR	24	2007	5,352	
21	SW LINDEN CIR	SW LINDEN LN	END OF STREET	24	104	277	
21	SW LINDEN CT	SW LINDEN LN	END OF STREET	24	129	344	
21	SW REEF POINT LN	SW RAINTREE DR	END OF STREET	24	256	683	
21	SW LIGHTHOUSE PT	SW RAINTREE DR	END OF STREET	24	165	440	
21	SW RAINTREE DR	SW HIDDEN COVE DR	SW DRAKE DR	32	2526	8,981	
							50,282

**City of Lee's Summit  
Crack Seal 17/18**

Area Number	STREET NAME	FROM STREET	TO STREET	WIDTH	LENGTH	SQ YDS	TOTAL SQ YDS
22	SW RAINTREE DR	SW DRAKE DR	SW WARD RD	32	5309	18,876	
22	SW COUNTY LINE RD	SW RAINTREE DR	SW GULL POINT DR	24	924	2,464	
22	SW ADMIRAL BYRD DR	SW GULL POINT DR	SW GULL POINT DR	24	3889	10,371	
22	SW ADMIRAL BYRD CT	END OF STREET	SW ADMIRAL BYRD DR	24	336	896	
22	SW ESTATES DR	SW ADMIRAL BYRD DR	SW RAINTREE DR	62	377	2,597	
22	SW ESTATES DR	SW GULL POINT TRL	SW ADMIRAL BYRD DR	24	1235	3,293	
22	SW GULL POINT TRL	SW GULL POINT DR	SW GULL POINT DR	24	1133	3,021	
22	SW MIDDLE CREEK DR	SW ADMIRAL BYRD DR	SW LAKE PINES DR	24	418	1,115	
22	SW LAKE PINES DR	SW RAINTREE DR	SW GULL POINT DR	24	1153	3,075	
							45,708
23	SW COLE YOUNGER DR	SW RAINTREE DR	SW RAINTREE DR	32	3097	11,012	
23	SW COLE YOUNGER CT	SW COLE YOUNGER DR	END OF STREET	40	96	427	
23	SW CLIPPER LN	END OF STREET	SW COLE YOUNGER DR	24	513	1,368	
23	SW ORLEANS CT	END OF STREET	SW COLE YOUNGER DR	24	375	1,000	
23	SW LAHARVE DR	END OF STREET	SW COLE YOUNGER DR	24	313	835	
23	SW LEEWARD DR	END OF STREET	SW COLE YOUNGER DR	24	315	840	
23	SW COLE YOUNGER CIR	SW COLE YOUNGER DR	END OF STREET	55	85	519	
23	SW DUCK POND DR	SW JAMES YOUNGER DR	SW COLE YOUNGER DR	24	1167	3,112	
							19,112
24	SW RAINTREE PKWY	SW RAINTREE DR	SW WARD RD	32	9605	34,151	34,151
25	SE SADDLEBROOK DR	SE SEATTLE SLEW DR	SE CANTER DR	32	1015	3,609	
25	SE SADDLEBROOK CIR	SE SADDLEBROOK DR	END OF STREET	24	599	1,597	
25	SE SEATTLE SLEW DR	SE SADDLEBROOK DR	SE CITATION ST	24	1126	3,003	
25	SE CITATION ST	SE SEATTLE SLEW DR	SE SECRETARIAT DR	24	648	1,728	
25	SE SECRETARIAT DR	SE SADDLEBROOK DR	SE CITATION ST	24	1144	3,051	
25	SE SECRETARIAT CIR	SE SECRETARIAT DR	END OF STREET	24	135	360	
25	SE SECRETARIAT CT	SE SECRETARIAT DR	END OF STREET	24	261	696	
25	SE MEADOWBROOK DR	SW M 291 HWY	END OF STREET	24	1303	3,475	
25	SE MEADOWBROOK CT	SE MEADOWBROOK DR	END OF STREET	24	214	571	
							18,089
<b>Total SQ Yards: 719,635</b>							

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)



Overview

### Legend

— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

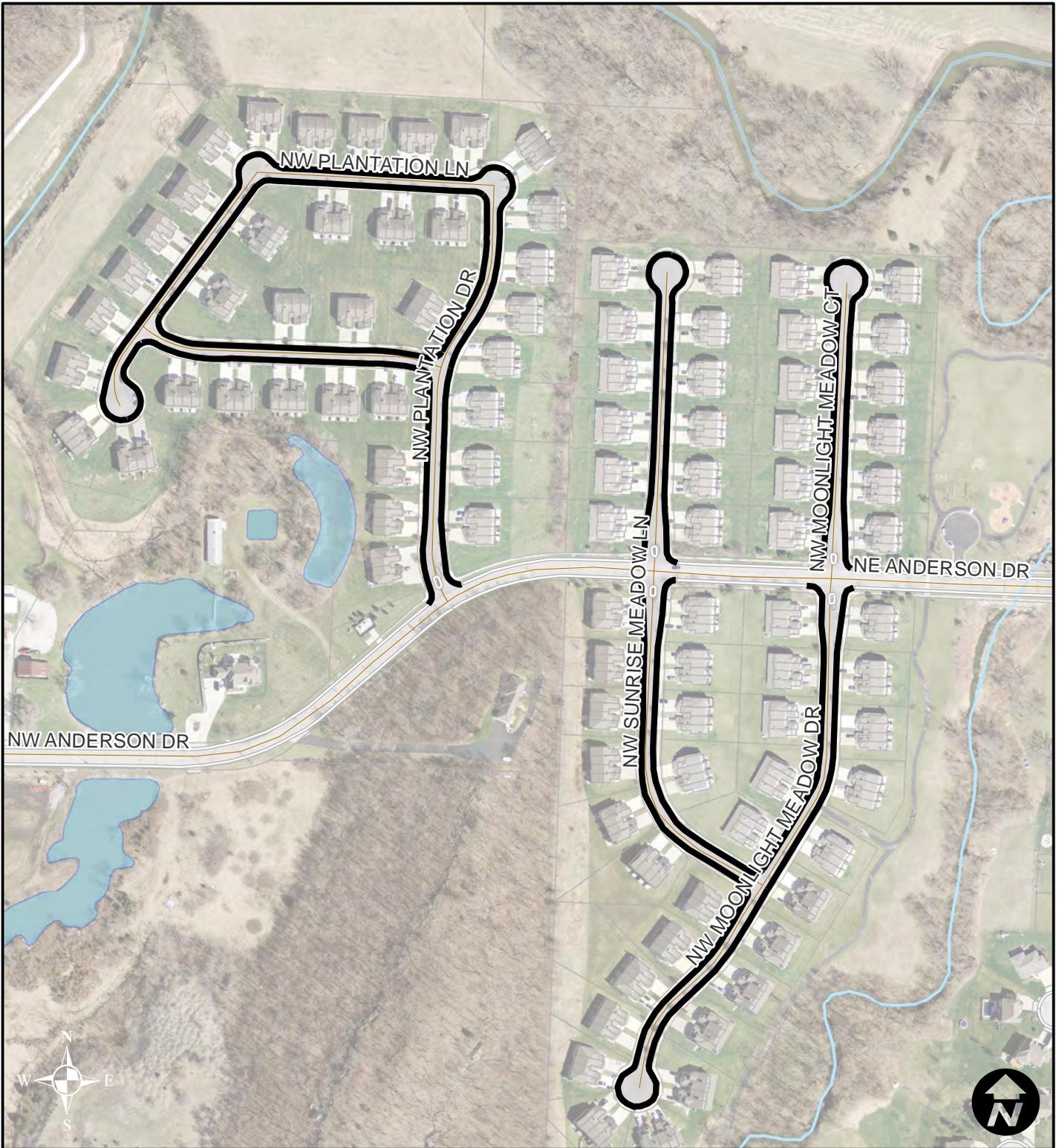


Area 1 -Villas at Summit Ridge

Legend

— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

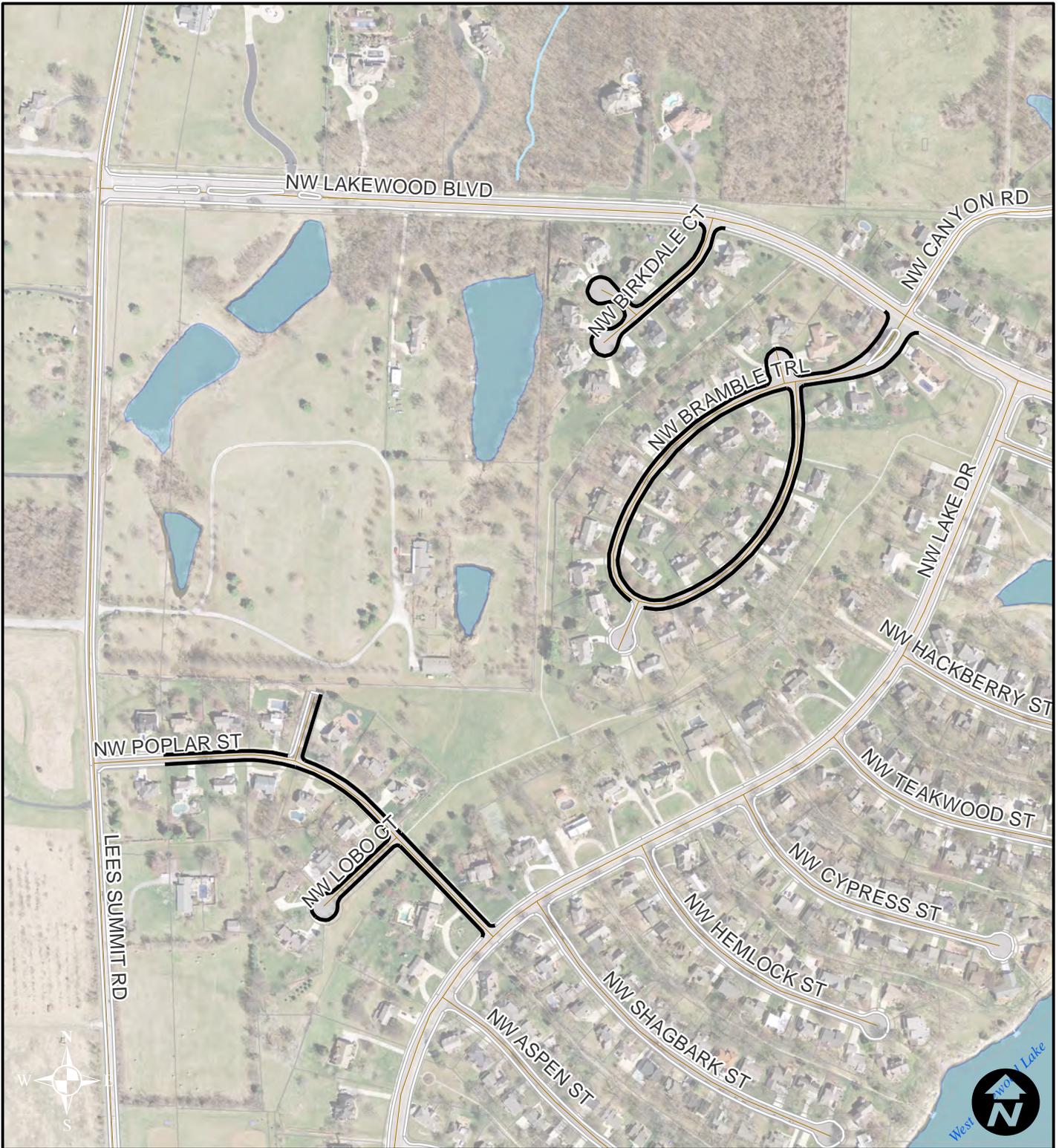


**Area 2 -Condos Oaks Ridge Meadows**

### Legend

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

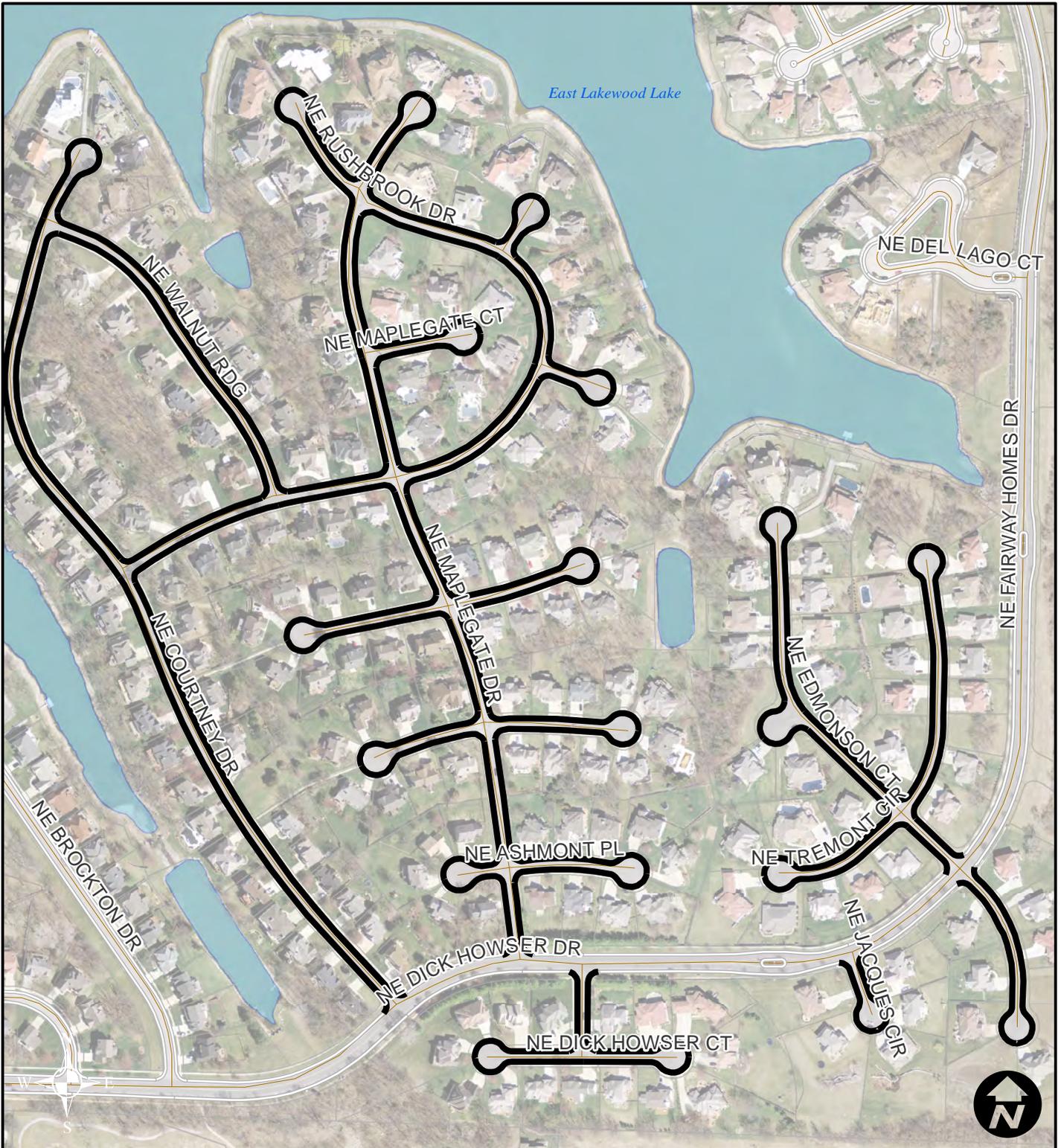


**Area 3 - Brickdale/Poplar**

**Legend**

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)



**Area 4 - East Lake Village**

### Legend

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)



Area 5 - Fairfield Green

Legend

— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

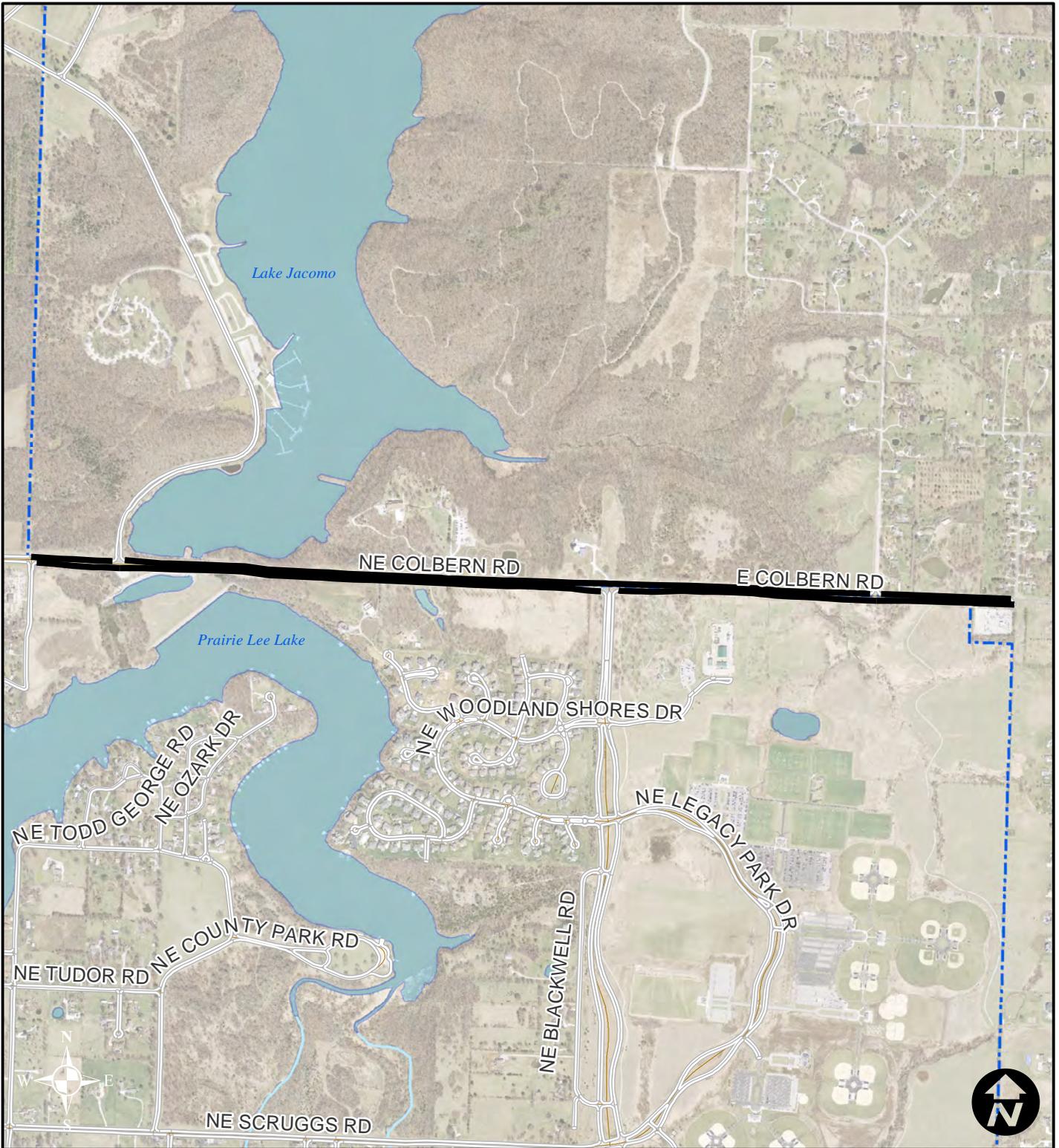


Area 6 - Westlake Village

Legend

— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

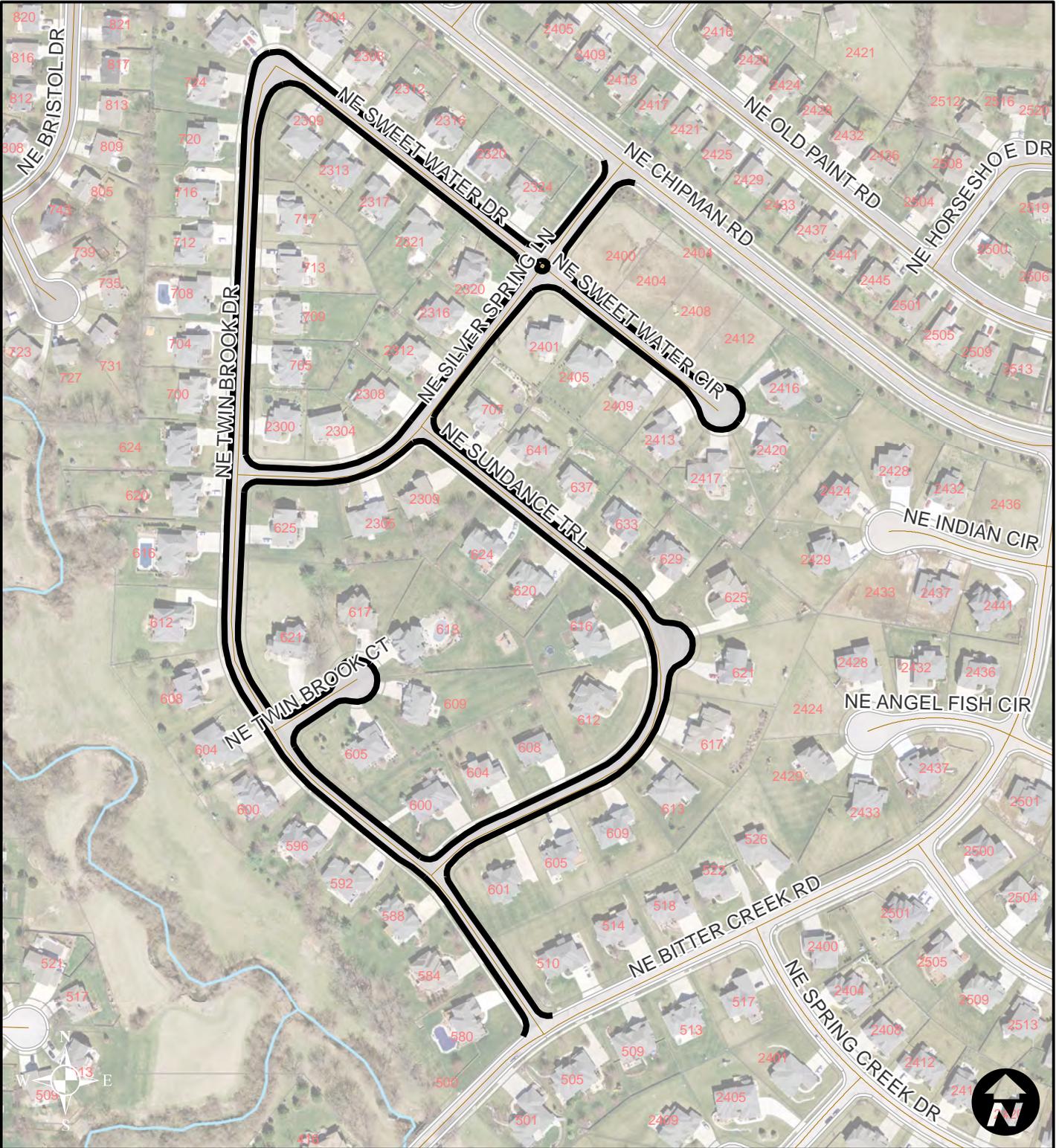


**Area 7 - Colbern Rd**

### Legend

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

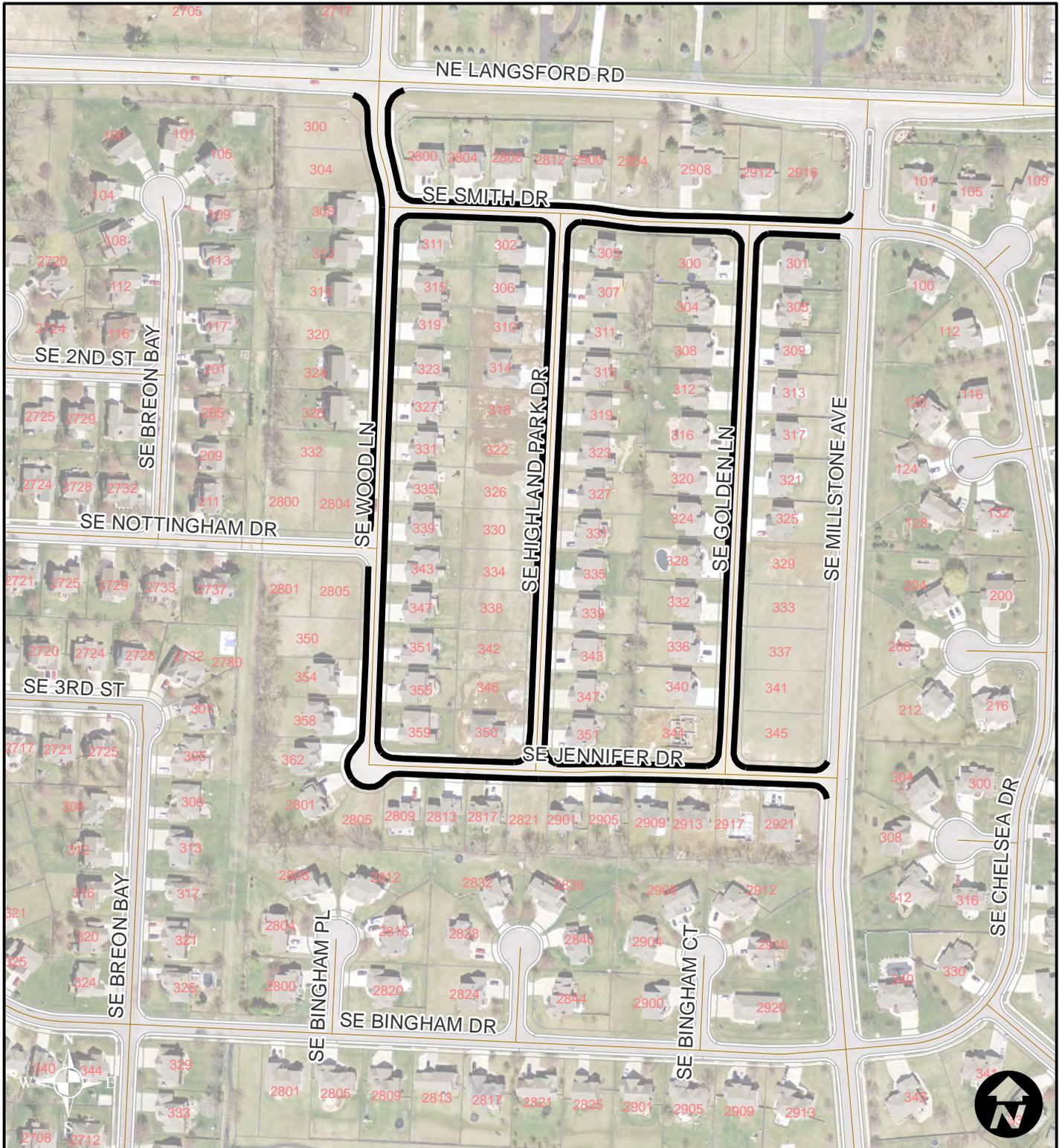


**Area 8 - Paddock**

### Legend

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)



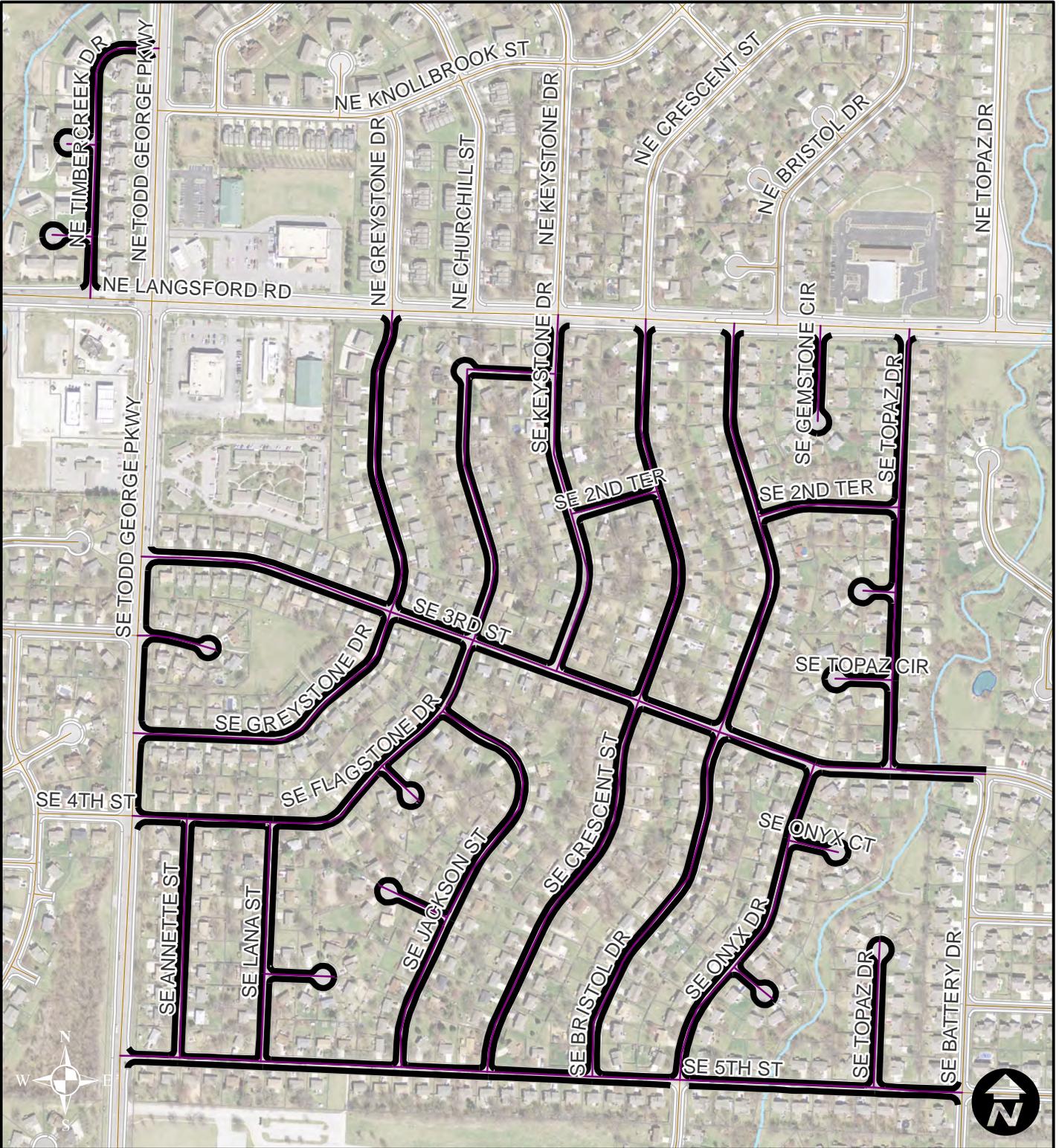
Area 9 - Golden Fields

Legend

— Crack Seal 17/18



# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

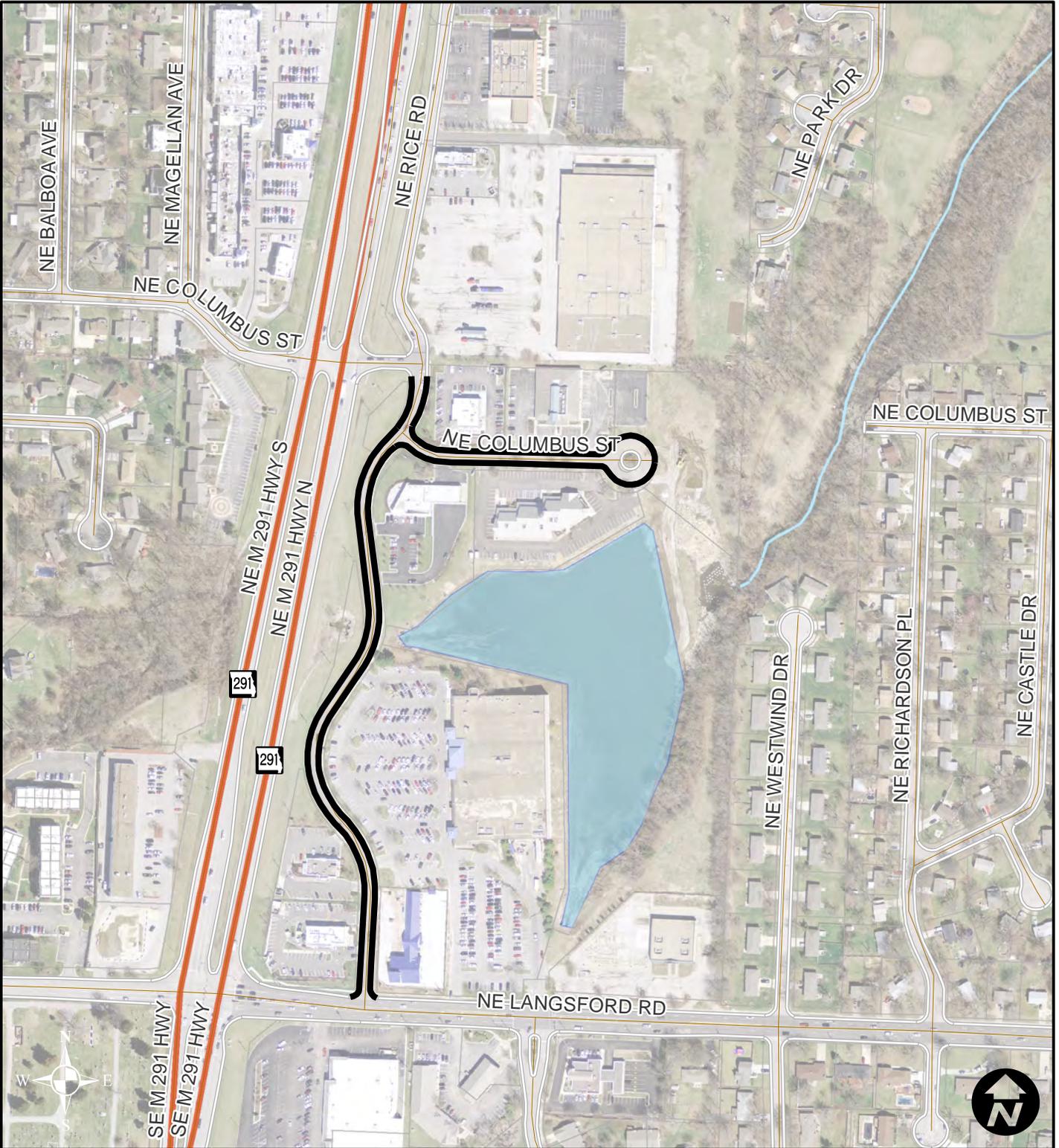


**Area 11 - Morgan Estates**

## Legend

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

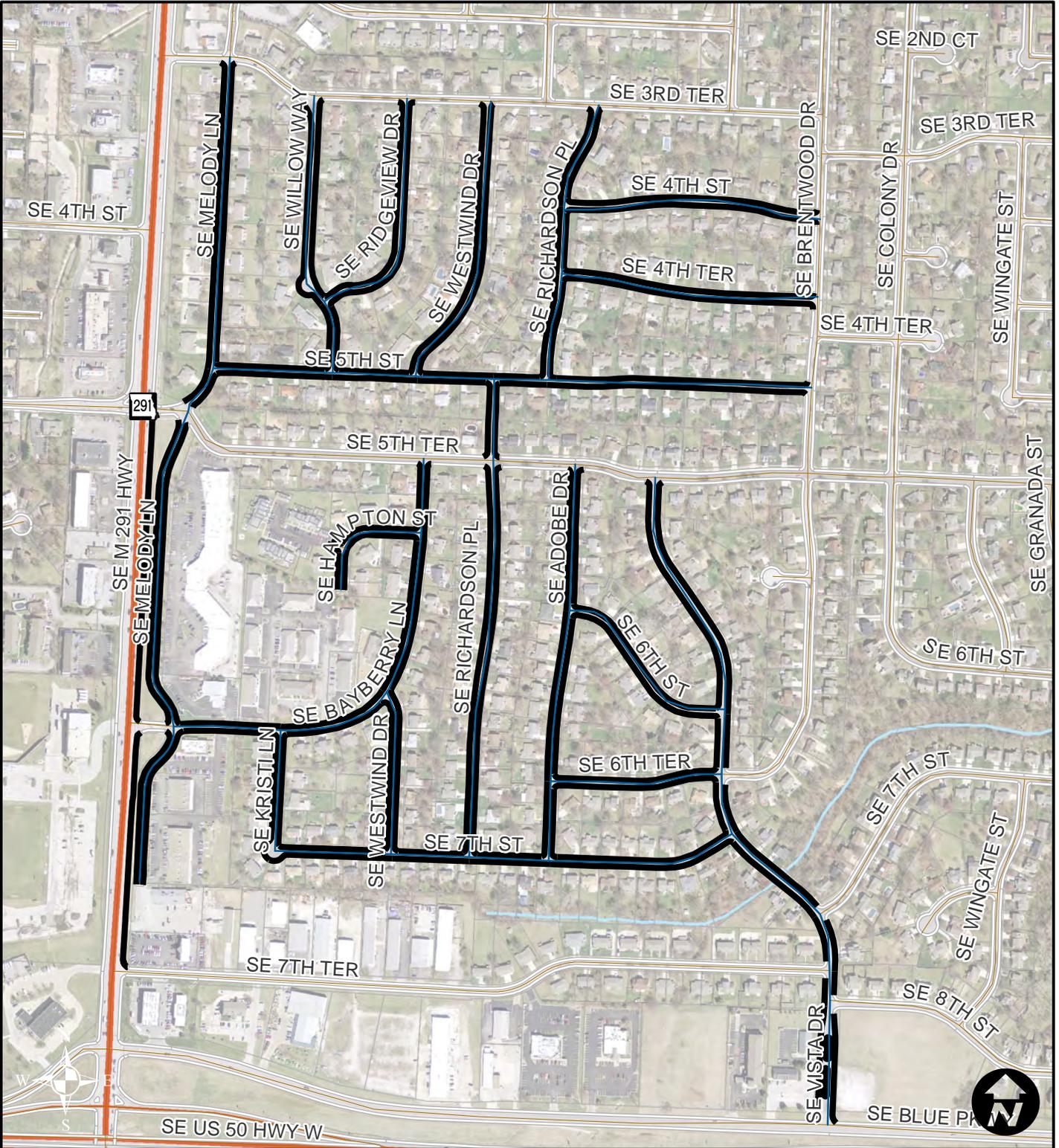


Area 12 - Rice Rd

Legend

— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)



Area 13 - Vista

Legend  
— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

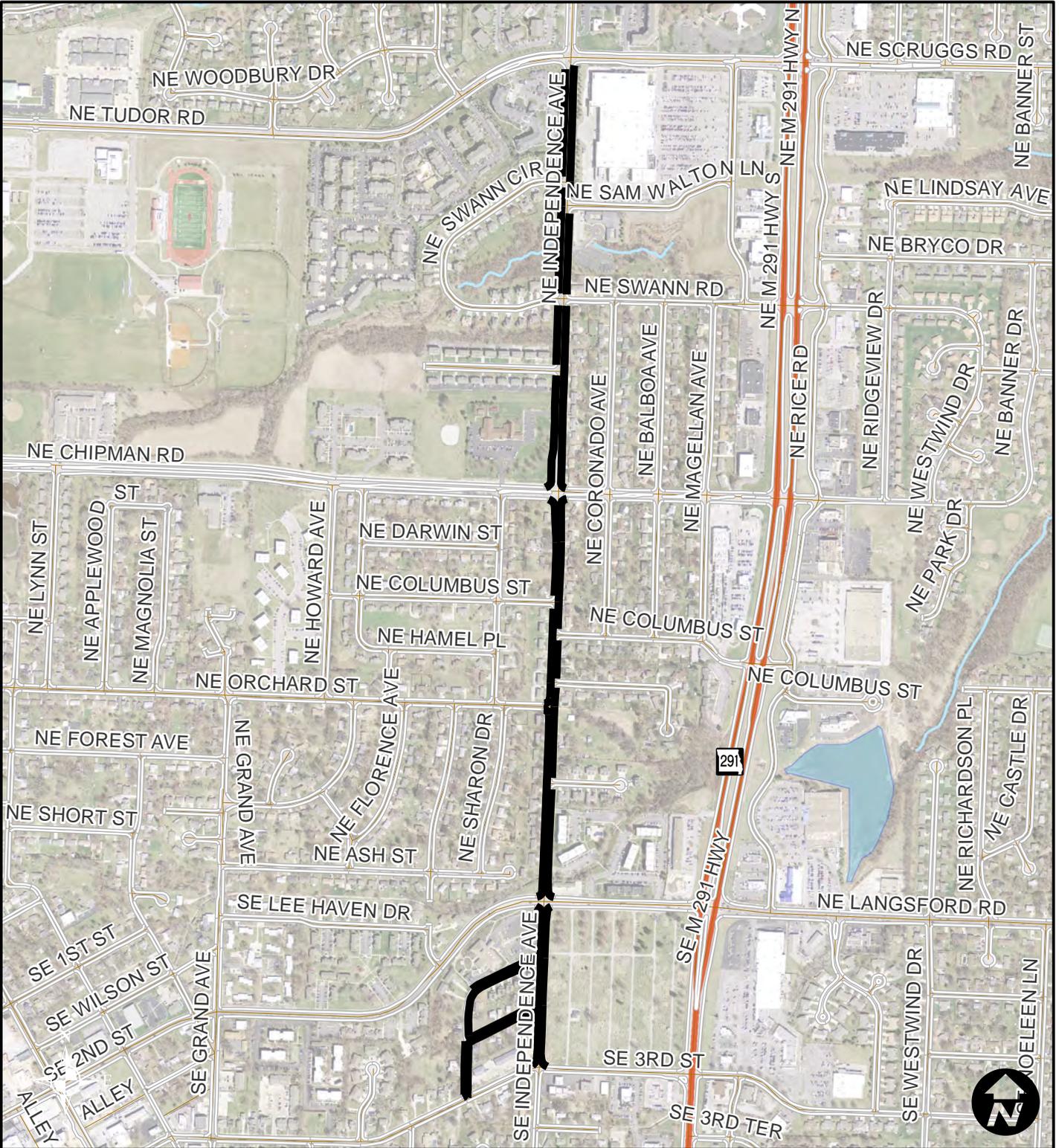


**Area 14 - Oldham Pkwy**

### Legend

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

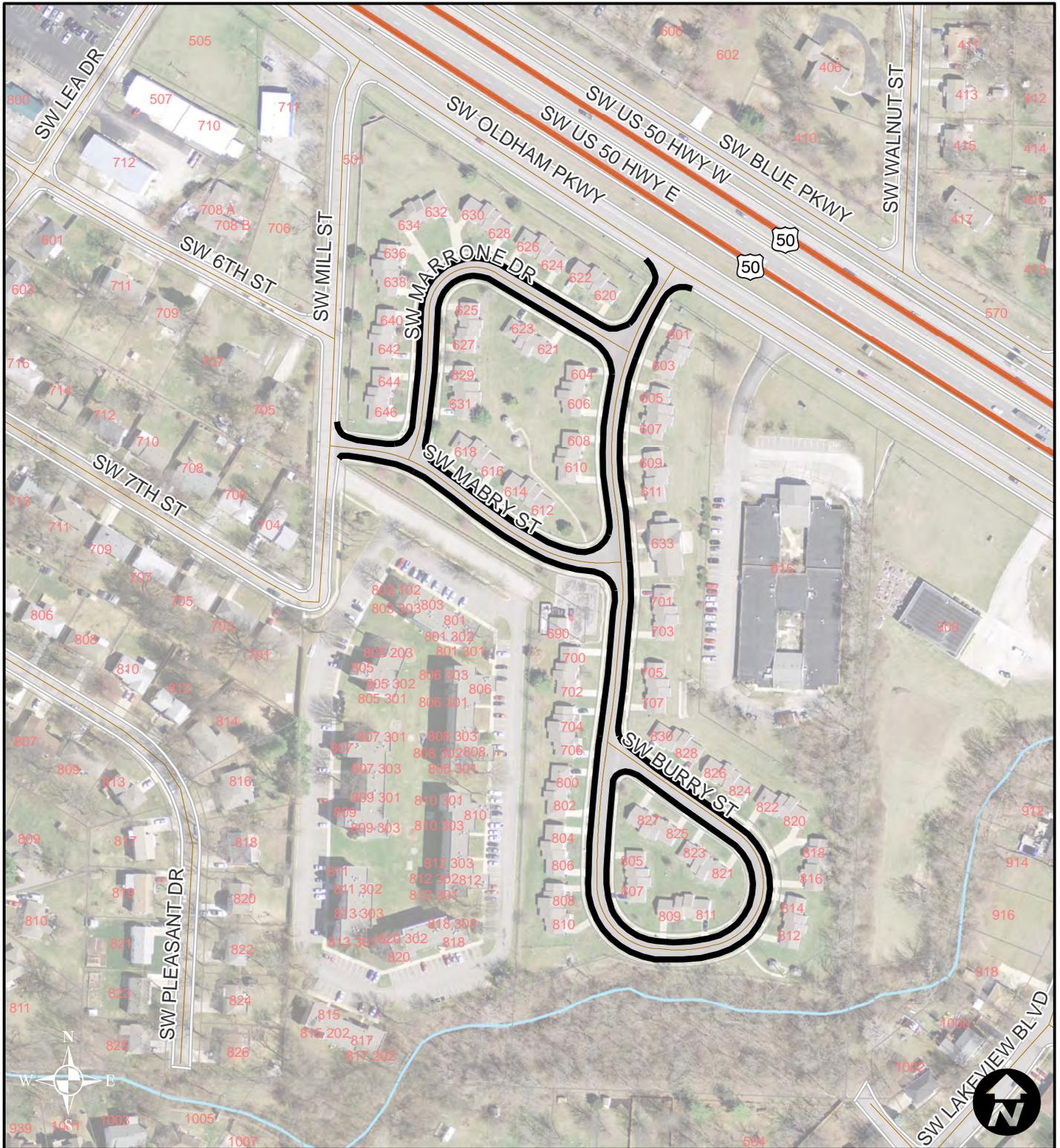


**Area 15 - Independence Ave**

## Legend

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

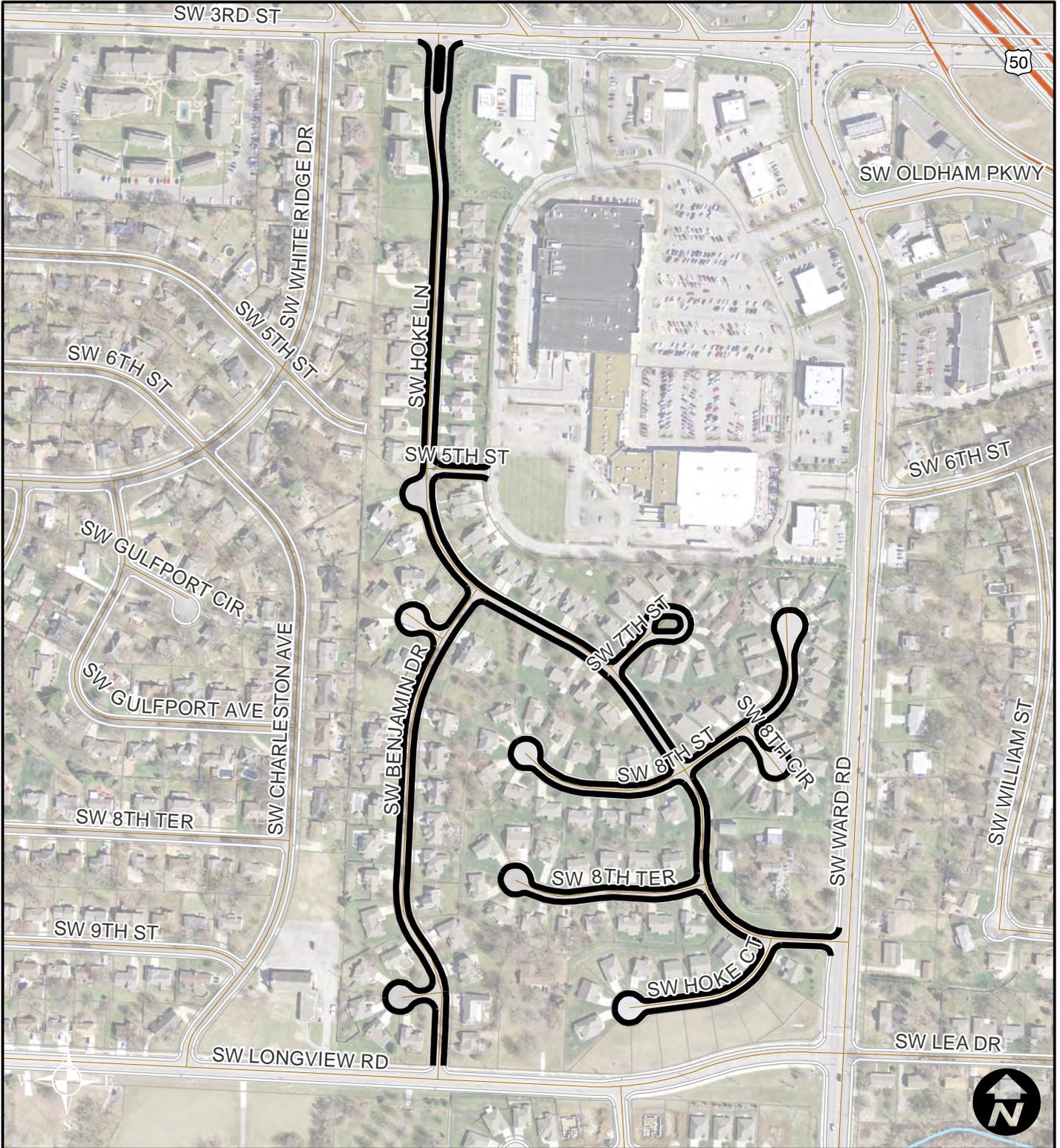


Area 17 - Duncan Estates

Legend

— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

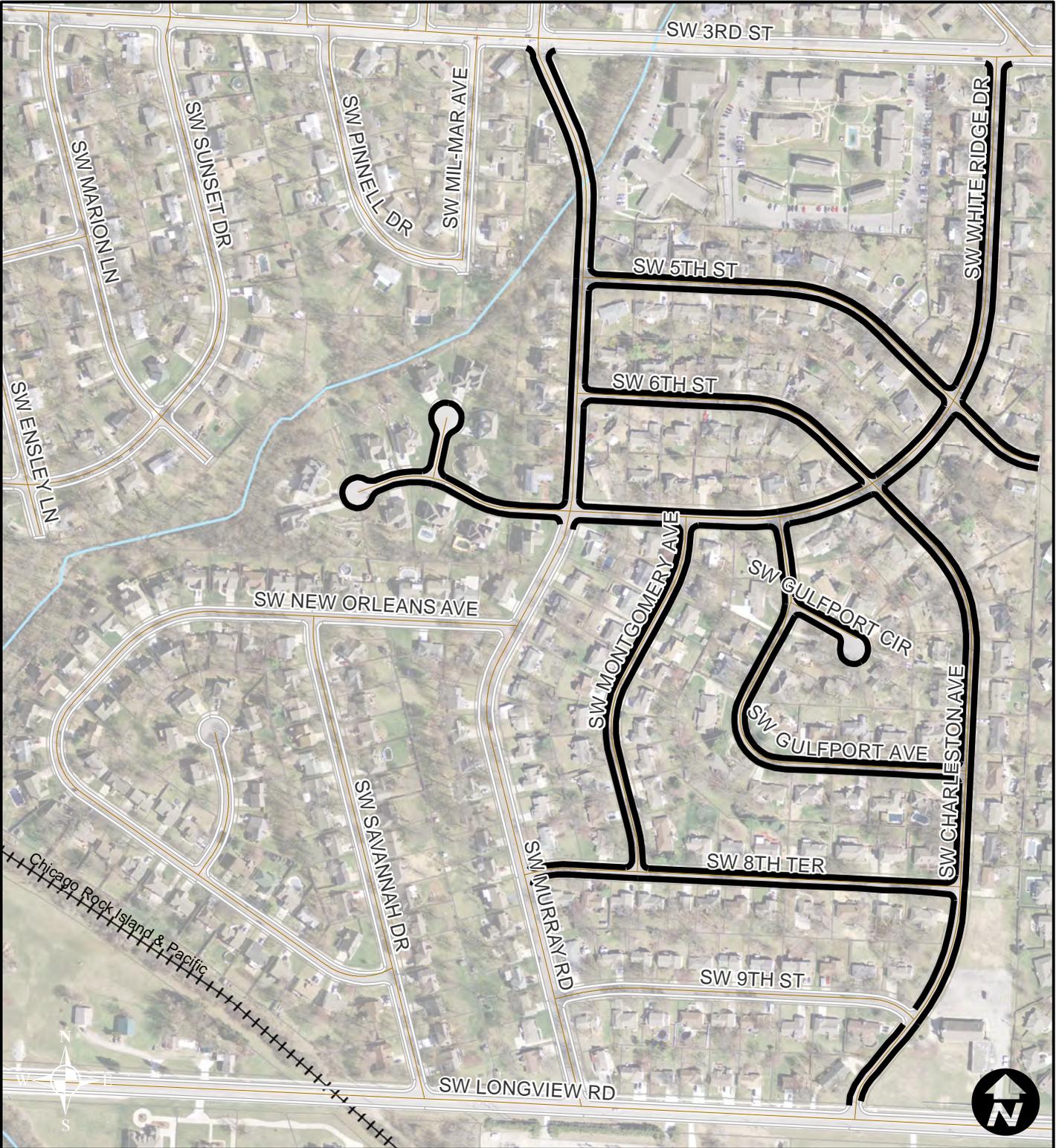


**Area 18 - Cedar Creek Estates**

### Legend

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

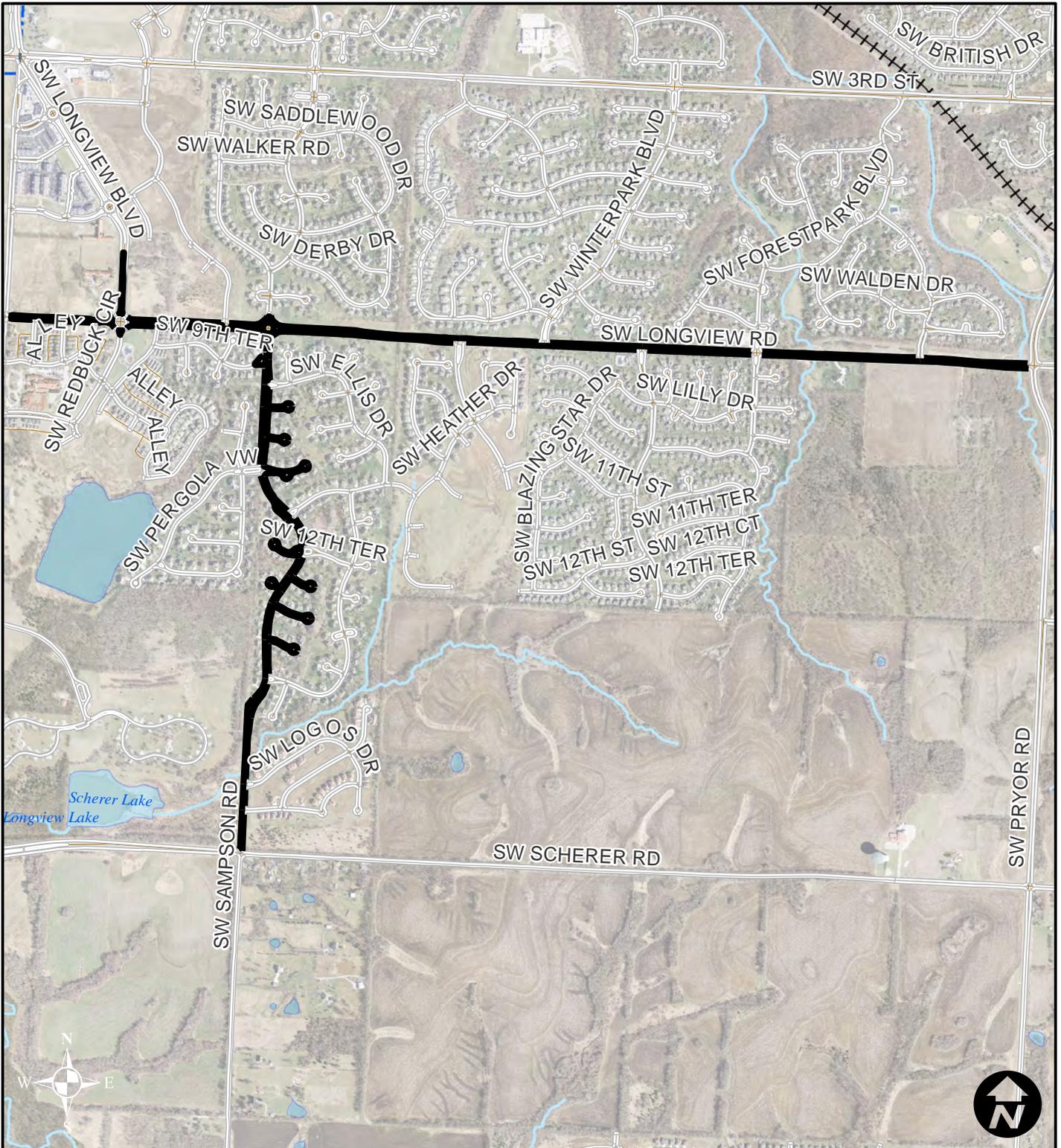


Area 19 - White Ridge

## Legend

— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

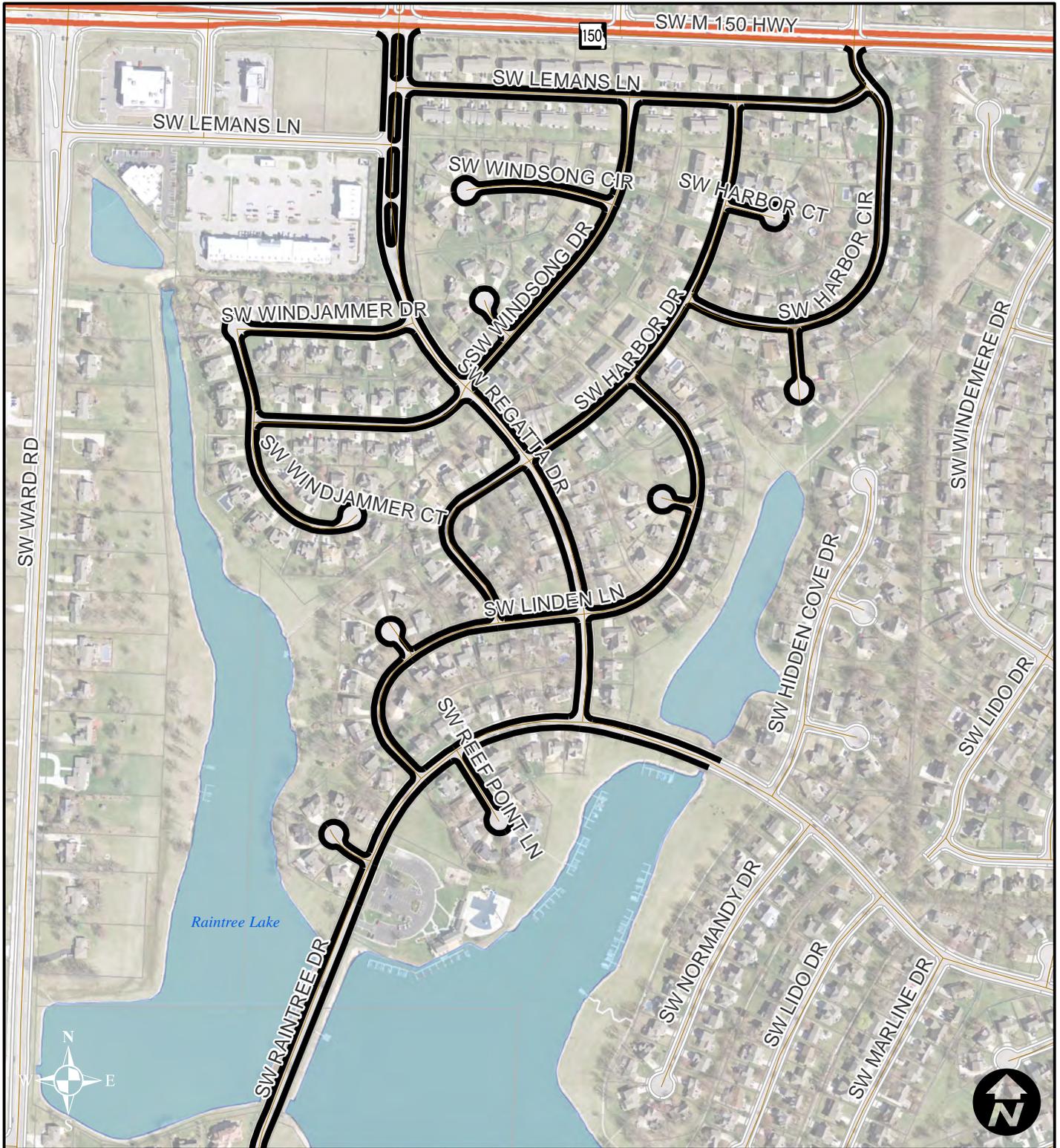


Area 20 - Longview/Sampson

## Legend

— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

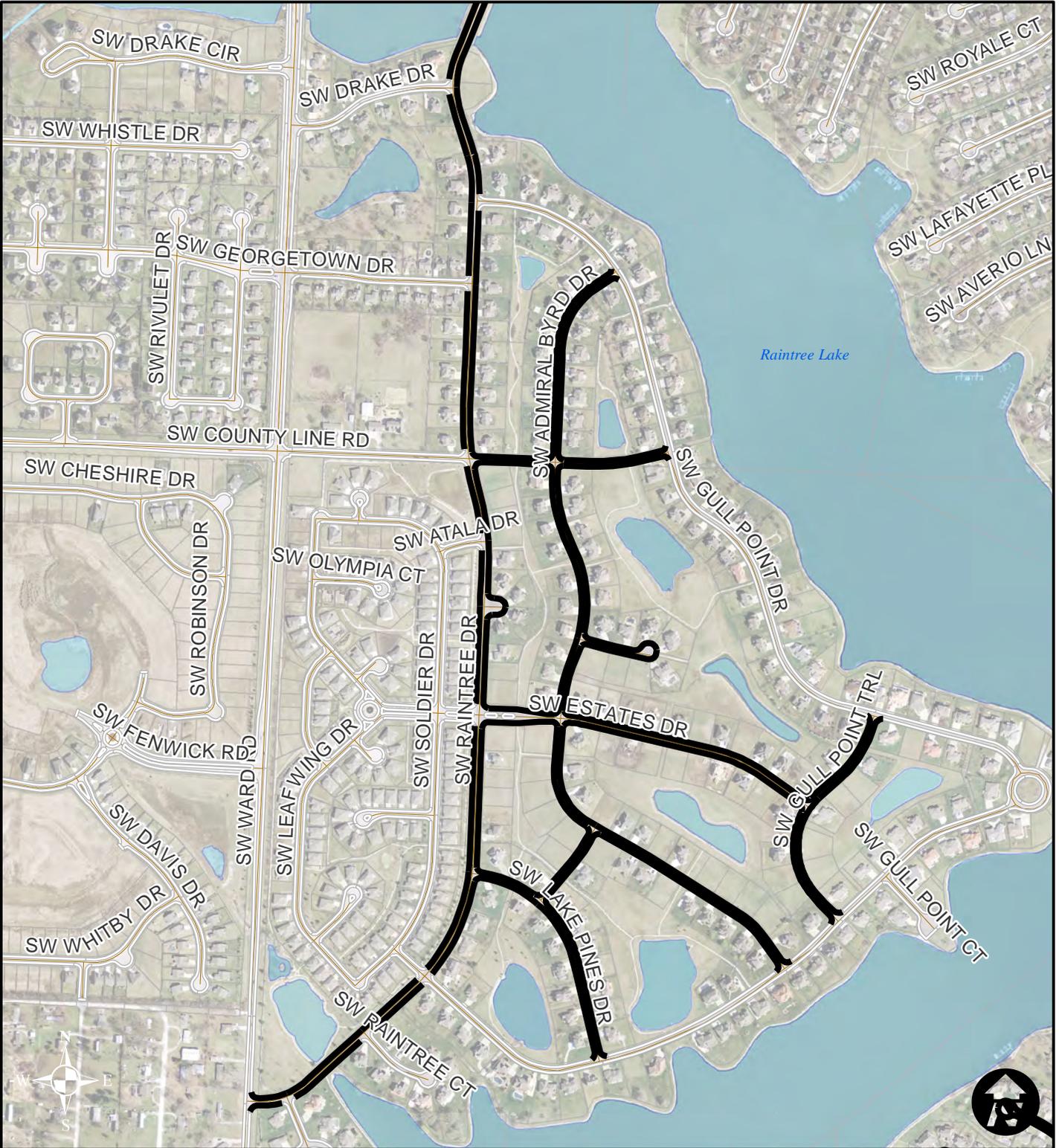


Area 21 - Regatta

## Legend

— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

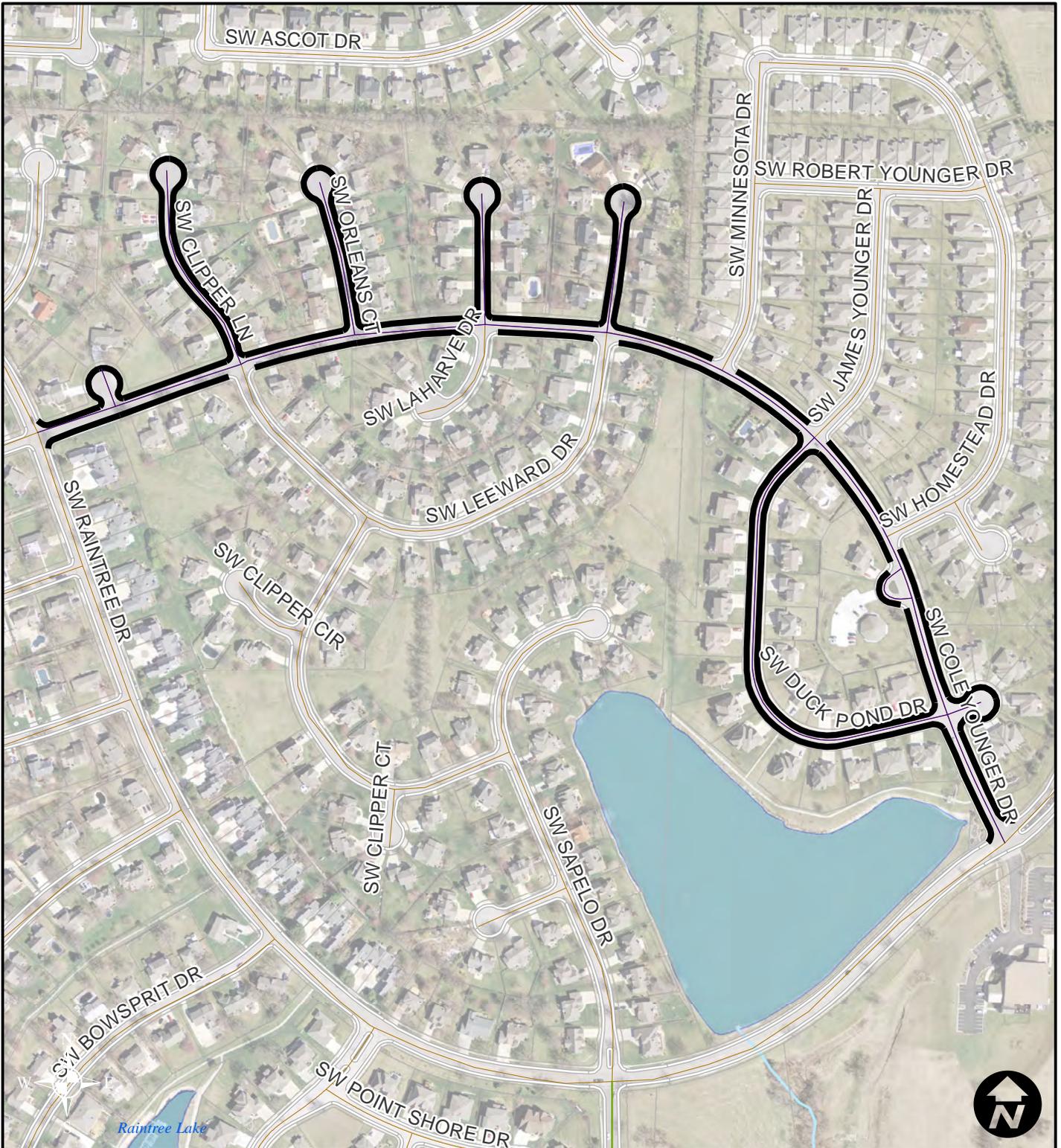


**Area 22 - Gull Point**

## Legend

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

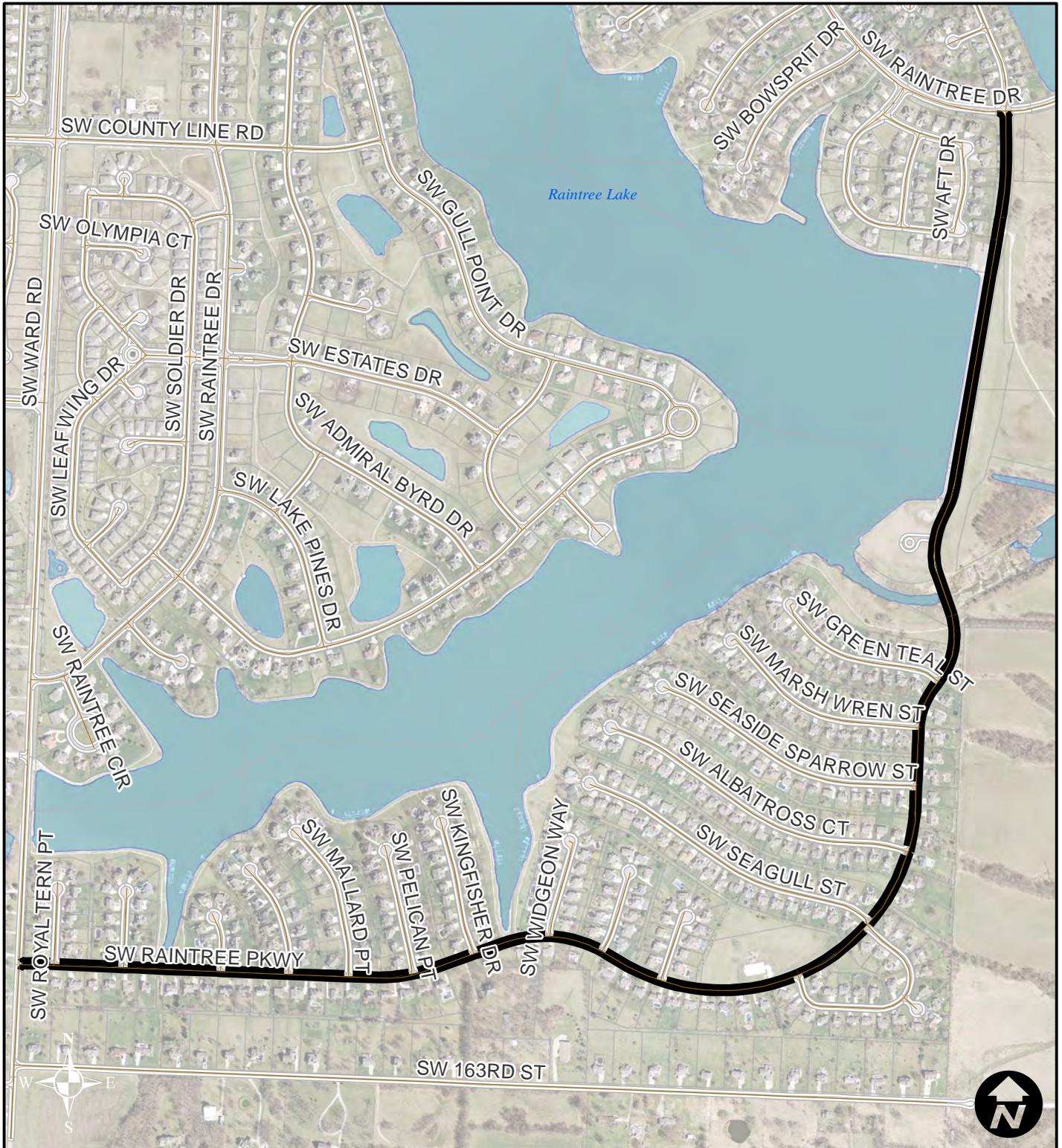


Area 23 - Cole Younger

## Legend

— Crack Seal 17/18

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)

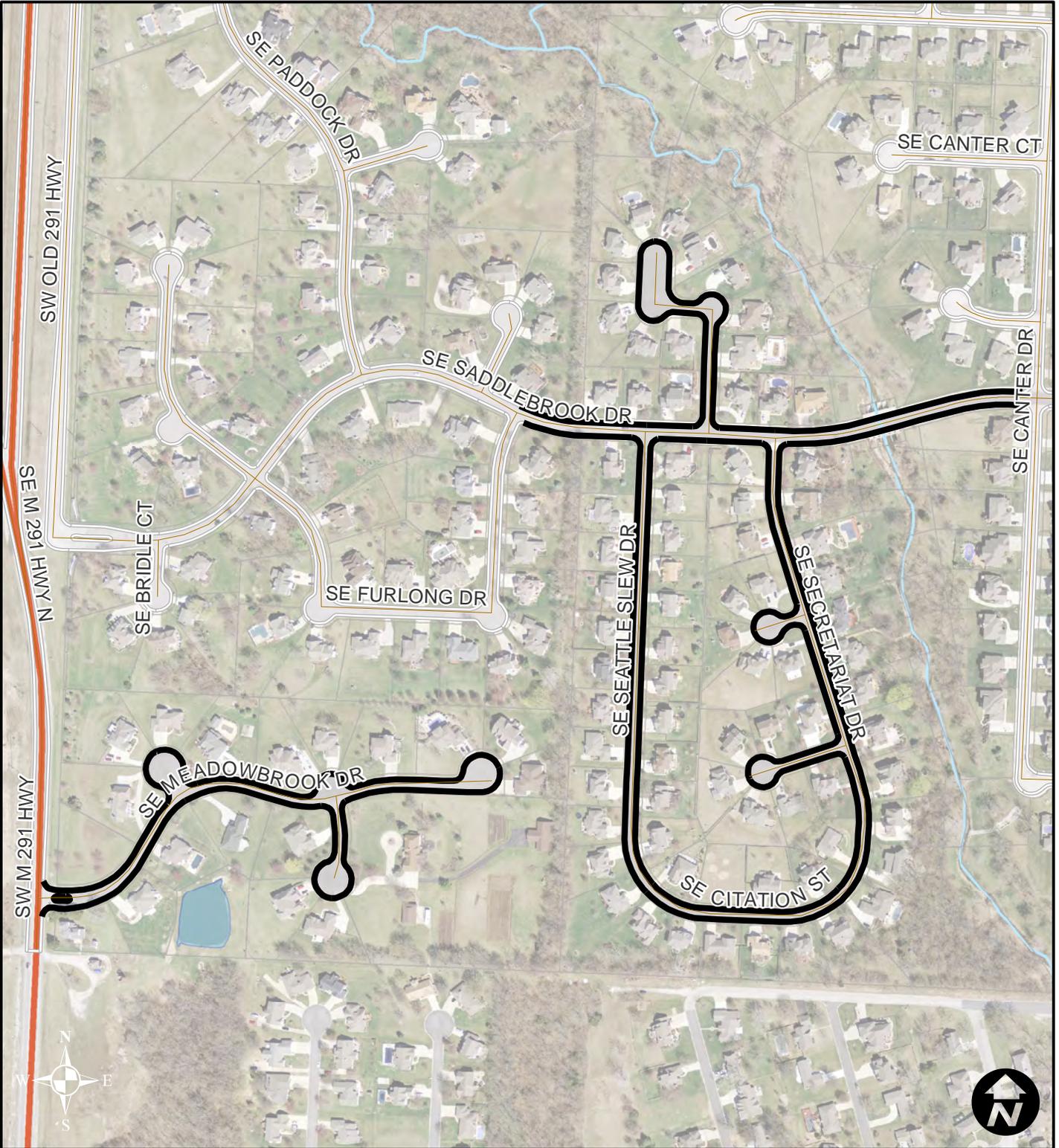


**Area 24 - Raintree PKWY**

### Legend

**— Crack Seal 17/18**

# City of Lee's Summit Crack Seal 17/18 Proj. No.324-17/18 (crack seal)



Area 25 - Saddlebrook

Legend  
— Crack Seal 17/18

Bid Opening  
 Bid No. 324-17/18 (curb) Curb Repair 17/18

Crack Seal 17/18 (#5165420)  
 Owner: City of Lee's Summit  
 Solicitor: City of Lee's Summit  
 06/30/2017 02:00 PM CDT

**Unofficial**

Line Item	Item Description	UofM	Quantity	Engineer Estimate		Scodeller Construction		Vance Brothers Inc		Fahrner Asphalt Sealers, LLC		Pavement Management LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Crack Seal (provide & install)	LB	165000	\$1.42	\$234,300.00	\$1.41	\$232,650.00	\$1.70	\$280,500.00	\$1.82	\$300,300.00	\$1.96	\$323,400.00
<b>Bid Total:</b>					<b>\$234,300.00</b>		<b>\$232,650.00</b>		<b>\$280,500.00</b>		<b>\$300,300.00</b>		<b>\$323,400.00</b>

Bids Opened By: Vince Schmoeger, Tyler Sonne

## Packet Information

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**File #:** TMP-0588, **Version:** 1

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AN ORDINANCE APPROVING CHANGE ORDER #8 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, L.L.C. FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF 50 CALENDAR DAYS FOR A TOTAL OF 758 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 788 CALENDAR DAYS TO REACH FINAL COMPLETION. (PWC 7/18/17)

Issue/Request:

AN ORDINANCE APPROVING CHANGE ORDER #8 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, L.L.C. FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF 50 CALENDAR DAYS FOR A TOTAL OF 758 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 788 CALENDAR DAYS TO REACH FINAL COMPLETION.

Key Issues:

Utility Delays:

- As a result of the unidentified Google fiber, the contractor was unable to construct two turn lanes, which directly impacted the critical path for constructing Jefferson Street.
- The contractor was able to continue critical path work up to and including April 27, 2017. The Google fiber was relocated and the contractor was able to resume work on June 7, 2017, resulting in a loss of 39 calendar days.

Abnormal Weather Conditions:

- The contract allows for an equitable adjustment in time based on "abnormal weather conditions".
- For the purpose of analysis, it was agreed that "abnormal weather conditions" would be defined as conditions in excess of one standard deviation from the mean. "Nowdata" for the Kansas City area, available through the national weather service, was used in the analysis. Only rain events exceeding 0.1 inch in a 24 hour period were considered. The analysis showed the project received 11 rain events in excess of one standard deviation from the mean.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING CHANGE ORDER #8 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, L.L.C. FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF 50 CALENDAR DAYS FOR A TOTAL OF 758 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 788 CALENDAR DAYS TO REACH FINAL COMPLETION.

Background:

39 calendar days are being added to the contract as a result of an unmarked Google fiber utility. This fiber optic utility was in conflict with a right turn lane on Persels onto Jefferson Street, as well as a right turn lane on Jefferson Street into the Summit Christian Academy. While the utility was discovered in early March, the contractor was able to continue critical path work up to and including April 27, 2017. The Google fiber was relocated and the contractor was able to resume work on June 7, 2017. This accounts for 39 calendar days. An additional 11 calendar days are being added to

the contract to account for “abnormal weather conditions” as allowed in the contract documents. For the purpose of analysis, it was agreed that “Abnormal weather conditions” would be defined as conditions in excess of one standard deviation from the mean. [Nowdata <http://w2.weather.gov/climate/xmacis.php?wfo=eax>](http://w2.weather.gov/climate/xmacis.php?wfo=eax) for the Kansas City area, available through the national weather service, was used in the analysis. Only rain events exceeding 0.1 inch in a 24 hour period were considered. These 11 days represents complete and final settlement for weather days for the entire project duration. As a result of these two changes, a total of 50 calendar days are being added to the contract by this change order.

Presenter: Michael Anderson, Construction Manager

Recommendation: Staff recommends approving change order #8 to the contract with Midwest Heavy Construction for the Jefferson Street improvements project, an increase of 50 calendar days for a total of 758 calendar days to reach substantial completion and 788 calendar days to reach final completion.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 17-**

---

AN ORDINANCE APPROVING CHANGE ORDER #8 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, L.L.C. FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF 50 CALENDAR DAYS FOR A TOTAL OF 758 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 788 CALENDAR DAYS TO REACH FINAL COMPLETION.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Midwest Heavy Construction L.L.C., for the Jefferson Street Improvements Project, being undertaken by the City's Public Works Department; and,

WHEREAS, an eighth change order to the contract with Midwest Heavy Construction L.L.C. is necessary; and,

WHEREAS, the major item included in Change Order No. 8 is the addition of 50 calendar days.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby approves Change Order No. 8 to the contract with Midwest Heavy Construction L.L.C. for the Jefferson Street Improvements Project, bid no. 11003-C, which is attached hereto and incorporated by reference as if fully set forth herein, for an increase of 50 calendar days for a total of 758 calendar days to reach substantial completion and 788 calendar days to reach final completion.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

APPROVED AS TO FORM:

\_\_\_\_\_  
*Nancy K. Yendes, Chief Counsel of Infrastructure and Planning*

# Change Order

No. 8

Date of Issuance: June 29, 2017 Effective Date: July 10, 2017

Project: <b>Jefferson Street Improvements</b>	Owner: <b>City of Lee's Summit, MO</b>	Owner's Contract No.: <b>11003-C</b>
Contract: <b>Jefferson Street Improvements</b>		Date of Contract: <b>July 6, 2015</b>
Contractor: <b>MidWest Heavy Construction</b>		Engineer's Project No.:
17001 291 Hwy, Pleasant Hill, MO 64080		

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: **Refer to Reasons for Change (Attached).**

Attachments: (List documents supporting change):

### Reasons for Change

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price:  \$ 6,008,481.59	Original Contract Times: <input type="checkbox"/> Working days x Calendar days Substantial completion (days or date): <u>500 days = (Nov. 17<sup>th</sup>, 2016)</u> Ready for final payment (days or date): <u>530 days = (Dec. 17<sup>th</sup>, 2016)</u>
Increase from previously approved Change Orders No. 1 to No. 7  \$ 470,618.36	<b>Increase</b> from previously approved Change Orders No. 5 to No. 5 : 208 days Substantial completion (days): <u>208</u> Ready for final payment (days): <u>238</u>
Contract Price prior to this Change Order:  \$ 6,479,099.95	Contract Times prior to this Change Order: Substantial completion (days or date): <u>708</u> Ready for final payment (days or date): <u>738</u>
Increase of this Change Order:  \$ 0.00	<b>Increase</b> of this Change Order: 8 Substantial completion (days or date): <u>50</u> Ready for final payment (days or date): <u>50</u>
Contract Price incorporating this Change Order:  \$ 6,479,099.95	Contract Times with all approved Change Orders: <u>758 days/788 days</u> Substantial completion (days or date): <u>August 3rd, 2017</u> Ready for final payment (days or date): <u>September 2nd, 2017</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

**Jefferson St. Improvements**  
**Decker Street extension**  
**BID No. 11003-C**

**Change Order No. 8**

**Reason for Change:**

Additional Time

39 calendar days are being added to the contract as a result of an unmarked Google fiber utility. This fiber optic utility was in conflict with a right turn lane on Persels onto Jefferson Street, as well as a right turn lane on Jefferson Street into the Summit Christian Academy. While the utility was discovered in early March, the contractor was able to continue critical path work up to and including April 27, 2017. The Google fiber was relocated and the contractor was able to resume work on June 7, 2017. This accounts for 39 calendar days. An additional 11 calendar days are being added to the contract to account for “abnormal weather conditions” as allowed in the contract documents. For the purpose of analysis, it was agreed that “Abnormal weather conditions” would be defined as conditions in excess of one standard deviation from the mean. [Nowdata](#) for the Kansas City area, available through the national weather service, was used in the analysis. Only rain events exceeding 0.1 inch in a 24 hour period were considered. These 11 days represents complete and final settlement for weather days for the entire project duration. As a result of these two changes, a total of 50 calendar days are being added to the contract by this change order.

## Packet Information

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**File #:** 2017-0950, **Version:** 2

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Lee's Summit Solid Waste History

Issue/Request:

Members of the Public Works Committee have requested a presentaion on the history of solid waste in Lee's Summit.

Key Issues:

Proposed Committee Motion:

Background:

Members of the Public Works Committee have requested a presentaion on the history of solid waste in Lee's Summit. Staff will be in attendance to give a brief history of solid waste in Lee's Summit since the late 1970's.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Bob Hartnett, Deputy Director of Public Works

Recommendation:

Committee Recommendation:

*Yours Truly*

# Lee's Summit Solid Waste History

Public Works Committee

July 18, 2017

# Sanitary Landfill Basics

- A landfill is a permitted, engineered space for waste (trash) disposal
- The Missouri Department of Natural Resources (MDNR) is the state agency with regulating authority over landfills
- Many factors impact how long the landfill airspace will last (a.k.a. landfill life)
  - Waste compaction (how well the trash is squished)
  - Waste acceptance rate (how much trash comes in, and how much is diverted/recycled)
  - Soil use (amount of soil used to cover the trash)

# Landfill Basics

- A landfill generates methane (gas) and leachate (liquid) , which must be managed by various systems
- When a landfill can no longer accept trash (it has reached permitted capacity), the landfill undergoes closure (soil and vegetative cap)
- After a landfill has been certified as closed by MDNR, it must be maintained and monitored for at least thirty years (called post-closure)

# LS Solid Waste History

## Pollard Landfill

- Private landfill north of Strother Road
- Pre-dated MDNR
- Closed in the late 1970's, about the time Missouri solid waste regulations were being written



# LS Solid Waste History

## 1978 Bond Issue

- Few local disposal options
- \$750,000 GO Bond issue - 20 year landfill
  - approved by LS voters
- \$250,000 Jackson County contribution
- Funding was for site selection, engineering, permitting, and construction

# LS Solid Waste History

1982 LS Municipal Landfill opened

- Enterprise Fund
- Serving LS and unincorporated JA CO only
  - Received about 60 TPD
  - Six days a week
- Three employees
- Operated in the “red” the first several years
- Expected closure in 2001

# LS Solid Waste History

The late 1980's

- Landfill was opened to all
- Tonnage increased dramatically
- Operated in the black

# LS Solid Waste History

## The 1990's

- Landfill is filling up fast – close before 2001
- First recycling center opened
- Yard waste/composting opens
- SB 530 mandates 40% diversion
- City seeks re-permitting of landfill
  - Horizontal
  - Vertical

# LS Solid Waste History

## The 1990's (cont.)

- Landfill is re-permitted
  - Minimum 20 year life = 2014
  - Use price for volume control
- Recycling center is moved
- Citizens Recycling Task Force formed (1994)

# LS Solid Waste History

## The 1990's (cont.)

- BOA moves forward with first set of recommendations from Task Force (1995)
  - Hire Recycling Coordinator
  - 2 year intent to enter hauling business
  - Establish hauler license
  - Require haulers to offer recycling
  - Staff to promote recycling
- Diversion rate at the time = 25% (still working toward goal of 40% per SB 530)

# LS Solid Waste History

## The 1990's (cont.)

- Renamed Resource Recovery Park (RRP)
- Household Hazardous Waste (HHW) facility opens (1997)
- City Council's SWC directs staff to explore Pay as You Throw (PAYT) (1999)
  - Volume based pricing
  - Survey citizens regarding Solid Waste issues
  - Not well received by hauling community

# LS Solid Waste History

## The 2000's

- Public Disposal Area (PDA) constructed
- More recycling opportunities
  - At RRP
  - Electronic recycling events
- North Recycling Center opened (2008)

# LS Solid Waste History

## The 2000's (cont.)

- Solid Waste Management Task Force (SWMTF)
  - Created by Res. 05-12
  - Ten citizens representing citizens and business
  - Met for nine months
  - Purpose: Should Lee's Summit remain in the solid waste business after the closure of the landfill in 2014?

# LS Solid Waste History

## The 2000's (cont.)

- SWMTF recommendation (2006)
  - Lee's Summit should continue to operate a landfill
  - Initiate study to identify a new location
    - Suitable for Lee's Summit waste
    - Explore feasibility of a regional landfill
    - Explore ownership and operations options
  - Should City decide not to proceed with landfill: Transfer station would then be recommended if economically feasible
- Consultant hired for site selection of second landfill (a.k.a. Landfill II) (2008)

# LS Solid Waste History

## 2009 and 2010

- Consultant begins Landfill II Site selection
- Two potential sites identified
- Solid Waste Consortium formed (Res. 10-10)
- Consortium reviews:
  - Governance
  - Business model
  - Operations

# LS Solid Waste History

## The 2010's

- City Council rescinds support of Consortium (Res.12-11)
- ENR evaluates other solid waste options
- City issues RFP to explore solid waste options (2013)
  - Proposal written to be wide open
    - Private operation
    - Public/Private partnership

# LS Solid Waste History

The 2010's (cont.)

- Three proposals received (2014)
- Highest ranked proposal:
  - Run landfill and all environmental programs
  - City sets gate pricing, controls own royalty component
  - Flow control required
  - City to construct transfer station after landfill closure

# LS Solid Waste History

## The 2010's (cont.)

- Indication that Council was not prepared to proceed with flow control; taken off table (2014-2015)
- Negotiations continue w/o flow control
  - Modified proposal with more risk to City and vendor
- Staff rejects proposal; vendor appeals to Council for reconsideration

# LS Solid Waste History

## The 2010's (cont.)

- Contract executed (1/2016)
  - Phase 1: Run landfill & some environmental programs
    - Purchase equipment; proceeds for Transfer Station design, permitting, and construction
    - Closure/post-closure contribution
  - Phase 2: Run transfer station
  - Perform landfill closure
- HES assumed operation (3/1/2016)

# LS Solid Waste History

## Today

- HES contract underway; staff managing
- Per HES contract, vertical expansion for landfill submitted and approved by MDNR for +/- 3 years
- Transfer Station
  - Public Open House (June 2016)
  - 30% plans complete (November 2016)
  - Contractor cost estimate (December 2016)
  - Negotiation to cover estimated overages in accordance with contract

# LS Solid Waste History

## Questions

